THE NATIONAL ARCHIVES
LITTERA SCRIPTA MANET
OF THE UNITED STATES
1934

FEDERAL REGISTER

VOLUME 7 NUMBER 152

Washington, Tuesday, August 4, 1942

Regulations

TITLE 6—AGRICULTURAL CREDIT

Chapter I—Farm Credit Administration

PART 24—THE FEDERAL LAND BANK OF LOUISVILLE

FEES FOR PREPAYMENT OF LAND BANK LOANS

Section 24.7 of Title 6, Code of Federal Regulations, is amended to read as follows:

§ 24.7 *Fees for prepayment of land bank loans.* No fee shall be charged for prepayment of land bank loans. (Sec. 12 "Second," 39 Stat. 370, as amended; 12 U.S.C. 771 "Second," 6 C.F.R. 10.386)

[SEAL] THE FEDERAL LAND BANK OF LOUISVILLE,
By E. RICE,
President.

[F. R. Doc. 42-7436; Filed, July 31, 1942; 3:12 p. m.]

TITLE 7—AGRICULTURE

Chapter VII—Agricultural Adjustment Agency

[MQ-60—Peanuts, Parts I-VIII]

PART 729—NATIONAL MARKETING QUOTA FOR PEANUTS

MARKETING QUOTAS FOR PEANUTS OF THE CROP PLANTED IN THE CALENDAR YEAR 1942

Pursuant to the authority vested in the Secretary of Agriculture by Title III of the Agricultural Adjustment Act of 1938, as amended, public notice is hereby given of the following amendments and additions to the Regulations Pertaining to Marketing Quotas for Peanuts of the Crop Planted in the Calendar Year 1942 (MQ-603—Peanuts, as issued by the Secretary of Agriculture on December 6, 1941),[1] which regulations shall be in force and effect until rescinded or suspended or amended or superseded by regulations hereafter made under said Act.

[1] 6 F.R. 6926.

FARM MARKETING QUOTAS

Sec.
729.108 Peanuts subject to marketing quotas.
729.109 Farm marketing quota.
729.110 Notice of farm marketing quota.
729.111 Review of quotas.
729.112 Successors-in-interest.
729.113 Marketing quotas not transferable.

IDENTIFICATION AND MEASUREMENT OF FARMS

729.114 Identification of farms.
729.115 Measurement of farms.

MARKETING CARDS

729.116 Issuance of marketing cards.
729.117 Invalid marketing cards.
729.118 Report of possible misuse of marketing card.

IDENTIFICATION OF PEANUTS

729.119 Identification of peanuts.

PENALTY

729.120 Penalties for marketing excess peanuts.
729.121 Deposit of funds.
729.122 Refunds and transfers of money in excess of the penalty.
729.123 Quota peanuts marketed and identified as excess peanuts.
729.124 Excess peanuts marketed and identified as quota peanuts.

RECORDS AND REPORTS

729.125 Necessity for records and reports.
729.126 Records to be kept and reports to be submitted by buyers.
729.127 Reports to be submitted by picker or thresher operators.
729.128 Reports to be submitted by persons who accept toll peanuts.
729.129 Records to be kept by persons acquiring farmer's stock peanuts from persons other than producers.
729.130 Records of the disposition of peanuts and peanuts on hand.
729.131 Special reports.
729.132 Records to be kept by warehousemen, processors, and others.
729.133 Penalty for failure or refusal to keep records or make reports.
729.134 Records to be kept and reports to be submitted by producers.
729.135 Length of time records to be kept and availability of records.

CONTENTS

REGULATIONS

(Continued on next page)

FEDERAL REGISTER

Published daily, except Sundays, Mondays, and days following legal holidays by the Division of the Federal Register, The National Archives, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500), under regulations prescribed by the Administrative Committee, approved by the President.

The Administrative Committee consists of the Archivist or Acting Archivist, an officer of the Department of Justice designated by the Attorney General, and the Public Printer or Acting Public Printer.

The daily issue of the FEDERAL REGISTER will be furnished by mail to subscribers, free of postage, for $1.25 per month or $12.50 per year, payable in advance. Remit money order payable to the Superintendent of Documents directly to the Government Printing Office, Washington, D. C. The charge for single copies (minimum, 10¢) varies in proportion to the size of the issue.

CONTENTS—Continued

CONTENTS—Continued

NOTICES

CONTENTS—Continued

MISCELLANEOUS

AUTHORITY: §§ 729.102 to 729.139, inclusive, issued under 52 Stat. 38, 7 U.S.C. 1301, *et seq.*, as amended.

Section 729.102 is hereby amended to read as follows:

§ 729.102 *Definitions.* As used in the regulations in this part and in all instructions, forms, and documents in connection therewith, unless the context or subject matter otherwise requires, the following terms shall have the following meanings and the masculine shall include the feminine and the neuter genders and the singular shall include the plural number:

(a) "Act" means the Agricultural Adjustment Act of 1938 and any amendments thereto.

(b) "Secretary" means the Secretary or the Acting Secretary of Agriculture of the United States.

(c) "State committee" or "State office" means the group of persons comprising the State Agricultural Conservation Committee appointed by the Secretary of Agriculture to assist within any State in the administration of the Soil Conservation and Domestic Allotment Act, or the office of such persons.

(d) "Committee" means a committee within a county or community utilized under the Soil Conservation or Domestic Allotment Act. "County Committee," "community committee," or "local commitee" shall have corresponding meanings in the connection in which they are used.

(e) "Review committee" means the review committee appointed by the Secretary of Agriculture as provided in section 363 of the Act.

(f) "Person" means an individual, partnership, firm, joint-stock company, corporation, association, trust, estate, or other legal entity, or a State or political subdivision thereof or an agency of such State or political subdivision there-

of. The term "person" shall include two or more persons having a joint or common interest.

(g) "Operator" means the person who, as owner, landlord, tenant, or sharecropper, is in charge of the supervision and conduct of the farming operations on the farm.

(h) "Producer" means a person who, as owner, landlord, tenant, or sharecropper, is entitled to all or a share in the 1942 crop of peanuts or the proceeds thereof.

(i) "Buyer" means a person who buys or otherwise acquires peanuts from a producer, or a person who, as a commission merchant or broker, markets peanuts for the account of a producer and who is responsible to the producer for the amount received for the peanuts.

(j) "To market" means to dispose of peanuts, including farmers' stock peanuts, shelled peanuts, cleaned peanuts, or peanuts in processed form, by voluntary or involuntary sale, barter, or exchange, or by gift *inter vivos*. The terms "marketed," "marketing," and "for market" shall have corresponding meanings to the term "market" in the connection in which they are used. The terms "barter" and "exchange" shall include the payment by the producer of any quantity of peanuts for the harvesting, picking, threshing, cleaning, or shelling of peanuts, or for any other service rendered in connection with peanuts.

(k) "Designated agency" means an agency designated by the Secretary of Agriculture pursuant to section 359 of the Act.

(l) "Pound" means that amount of peanuts which, if in the condition in which unshelled peanuts are usually marketed by farmers, would equal one pound standard weight.

(m) "Quota peanuts" means any peanuts which are marketed within the marketing quota for the farm on which the peanuts are produced and are so identified in accordance with the regulations in this part.

(n) "Excess peanuts" means any peanuts which are marketed in excess of the marketing quota for the farm on which the peanuts are produced, and any peanuts which are not shown to be within such farm marketing quota at the time of marketing, in accordance with the regulations in this part.

(o) "Farm" means any tract(s) of land considered as a farm under the provisions of the 1942 Agricultural Conservation Program issued pursuant to the Soil Conservation and Domestic Allotment Act.

(p) "Tillable acreage available for the production of peanuts" means the acreage in the farm in 1941 which was tilled or was in regular rotation minus the sum of the acreages devoted to the production of sugarcane for sugar, wheat or rice for market or feeding to livestock for market, and cotton or tobacco for market.

(q) "Peanuts" means all peanuts produced on a farm, excluding any peanuts which it is established by the producer or otherwise in accordance with the regulations in this part, were not picked or threshed either before or after marketing from the farm.

(r) "Acreage of peanuts" means the acreage planted to peanuts on the farm or, if it is established by the producer or otherwise that peanuts were harvested and picked or threshed either before or after marketing from an acreage smaller than the planted acreage, such smaller acreage.

(s) "Actual yield" means the number of pounds of peanuts determined by dividing the number of pounds of peanuts produced on the farm in 1942 by the 1942 acreage of peanuts on the farm.

(t) "Normal production" as applied to any number of acres of peanuts means the normal yield for the farm times such number of acres.

(u) "Actual production" of any number of acres of peanuts on a farm means the actual average yield for the farm times such number of acres.

Section 729.104 is hereby amended to read as follows:

§ 729.104 *Instructions and forms.* The Administrator of the Agricultural Conservation and Adjustment Administration of the United States Department of Agriculture shall cause to be prepared and issued, with his approval, such instructions and forms as may be required to carry out the regulations in this part.

Section 729.105 is hereby amended to read as follows:

§ 729.105 *Normal yield.* The county committee, with the assistance of the other local committees established in the county, shall determine the normal yield per acre of peanuts for each farm on which a farm acreage allotment is established. The normal yield for peanuts for any farm for which a farm acreage allotment is determined shall be the average yield per acre of peanuts for the farm, adjusted for type of soil, production practices, general fertility of the land, and abnormal conditions, during the years 1936–1940, inclusive, except that for any county in which the years 1935–1939, inclusive, are equally as representative, such period may be used in determining normal yields for farms in the county.

The following sections are added:

FARM MARKETING QUOTAS

§ 729.108 *Peanuts subject to marketing quotas.* Peanuts planted during the calendar year 1942 shall be subject to the marketing quotas applicable to the 1942 crop of peanuts whether marketed in 1942 or later.

§ 729.109 *Farm marketing quota*—(a) *Amount of farm marketing quota.* The farm marketing quota for any farm shall be the number of pounds of peanuts equal to the amount of the normal production or the actual production, whichever is the larger, of the farm acreage allotment.

(b) *Initial farm marketing quota.* Notwithstanding any other provisions of this section, the amount of the normal production of the farm acreage allotment shall be the farm marketing quota for any farm unless and until it is determined by the county committee that the actual production of the farm acreage allotment therefor is in excess of the normal production thereof. If measurements for any farm are prevented by the producer, the farm marketing quota therefor shall be the normal production of the farm acreage allotment.

(c) *Farm marketing quotas based on actual production.* When the actual production of the farm acreage allotment for any farm is found by the county committee to be in excess of the normal production of the farm acreage allotment, the farm marketing quota for the farm shall be adjusted upward by the amount by which the actual production of the farm acreage allotment exceeds the normal production thereof. Such adjustments shall be made as soon as practicable after the acreage of peanuts on the farm has been determined and the total production of peanuts on the farm is established from satisfactory records of the actual production presented to the county committee: *Provided*, That an intermediate adjustment for any farm may be made earlier upon the request of any producer on the farm to whom a marketing card is issued if it is determined by the county committee that the actual production of the acreage of peanuts harvested at the time of the request exceeds the normal production of the farm acreage allotment.

§ 729.110 *Notice of farm marketing quota.* Written notice of the farm acreage allotment and normal yield and farm marketing quota established for a farm shall be mailed or delivered to the operator of the farm or other producer on the farm. Notice given pursuant to this section shall constitute notice to each producer having an interest in the 1942 peanut crop produced on the farm. Each notice shall contain a brief statement of the procedure whereby application for a review of the farm marketing quota may be had in accordance with section 363 of the Act.

§ 729.111 *Review of quotas*—(a) *Right to review by review committee.* Any producer who is dissatisfied with the farm acreage allotment, normal yield, or the farm marketing quota, or other determination for his farm in connection with marketing quotas, may, within 15 calendar days after notice thereof was mailed or delivered to him, apply in writing for a review by a review committee of such acreage allotment, normal yield, farm marketing quota, or other determination in connection therewith. Unless application for review is made within such period, the acreage allotment, the normal yield, the farm marketing quota, or the determination, as the case may be, shall be final as to the producers on the farm. Application for review and the review committee proceedings shall be in accordance with the review regulations (38–AAA–2) as issued and revised by the Secretary.

(b) *Court review.* If the producer is dissatisfied with the determination of the review committee, he may, within 15 days after notice of such determination is mailed to him by registered mail, insti-

tute proceedings against the review committee to have the determination of the review committee reviewed by a court in accordance with section 365 of the Act.

§ 729.112 *Successors-in-interest.* Any person who succeeds in whole or in part to the interest of a producer in a farm, or in the peanuts produced thereon, shall, to the same extent as his predecessor, be entitled to all the rights and privileges incident to the marketing quota established for the farm and be subject to the same restrictions on the marketing of peanuts.

§ 729.113 *Marketing quotas not transferable.* The farm marketing quota may not be assigned or otherwise transferred in whole or in part to any other farm and no peanuts shall be marketed under the quota for any farm other than peanuts actually produced on the farm.

IDENTIFICATION AND MEASUREMENT OF FARMS

§ 729.114 *Identification of farms.* Each farm as operated for the 1942 crop of peanuts shall be identified by a farm serial number, assigned by the county committee.

§ 729.115 *Measurement of farms.* The county committee shall provide for measuring each peanut farm in the county in accordance with the procedure approved for use by the Agricultural Adjustment Agency.

MARKETING CARDS

§ 729.116 *Issuance of marketing cards*—(a) *Farms to receive marketing cards.* One or more marketing cards (form PN-611) shall be issued for each farm from which peanuts of the 1942 crop will be marketed regardless of whether a peanut acreage allotment has been determined for the farm for 1942.

(b) *Persons eligible to receive marketing cards.* A marketing card shall be issued to the operator of the farm and, if the county committee finds it will serve a useful purpose, to other producers on the farm.

(c) *Authorized quota sales to be shown on the card.* Each marketing card issued for a farm shall show a number of pounds of peanuts which may be marketed thereunder as authorized quota sales. The amount of such peanuts shall be determined as follows:

(1) If only one marketing card is issued for the farm, the authorized quota sales shall be:

(i) For a farm on which the acreage of peanuts picked or threshed is one acre or less, the acreage of peanuts on the farm times the estimated yield per acre determined for the farm by the county committee or the actual yield per acre for the farm, if known.

(ii) For a farm for which a peanut acreage allotment has been established other than a publicly-owned experiment station, the amount of the farm marketing quota.

(iii) For a publicly-owned experiment station farm, the larger of the amount determined pursuant to subdivision (ii) or the amount obtained by multiplying the acreage of peanuts grown for experimental purposes only by the estimated yield per acre determined for the farm by the county committee or the actual yield per acre for the farm, if known.

(iv) For any other farm, no amount of peanuts to be marketed as quota sales shall be shown.

(2) Where more than one marketing card is issued for the farm, the sum of the number of pounds of peanuts to be shown on the several cards as authorized quota sales shall not exceed the amount which would be shown if only one marketing card were issued for the farm under subparagraph (1) above. The amount of peanuts to be shown as authorized quota sales on a marketing card issued to any producer other than the operator shall be such producer's share of the amount which would be shown if only one marketing card were issued for the farm under subparagraph (1) above. The shares of the producers shall be determined by the county committee in accordance with the following:

(i) Upon the basis of an agreement signed by the several producers on the farm, setting forth their respective shares (either in pounds or percentages) in the amount of peanuts which may be marketed from the farm as quota peanuts. Such agreement shall not be acceptable if the share of the quota claimed by any producer exceeds the result obtained by multiplying the larger of the normal yield or the actual yield, for the farm, by his share of the acreage of peanuts.

(ii) In the event the producers fail or refuse to submit an acceptable agreement, the shares of the respective producers shall be determined by the county committee in accordance with one of the following:

(*a*) Evidence presented by the producers tending to show an understanding as to a division of the peanut acreage allotment or farm marketing quota, taking into account, among other pertinent factors, the purpose for which seed peanuts were purchased by the several producers, whether for planting peanuts for oil or for planting quota peanuts.

(*b*) The past history of the production of peanuts on the farm, that is, the number of acres grown in prior years by the producers having an interest in the peanuts on the farm or the acreage shares of the same producers in the farm peanut acreage allotment for the preceding year.

(*c*) The proportionate shares of the several producers in the acreage of peanuts planted in 1942, excluding from each producer's share of the acreage planted the number of acres which the committee finds, from evidence presented to it, will be hogged off or harvested for hay.

(d) *Issuance of marketing cards.* The county committee shall designate one person employed in its office as issuing officer to issue and sign marketing cards for farms in the county, but such person may, subject to the approval of the committee, designate not more than three persons in the office of the county committee to sign his name in issuing marketing cards, provided that any person designated by the issuing officer shall place his initials immediately beneath the name of the issuing officer as written by him on the card. The issuing officer shall cause to be entered on each marketing card the number of pounds of authorized quota sales and on the summary of memoranda of sales and each memorandum of sale contained therein (1) the farm serial number and (2) the name and address of the county association.

§ 729.117 *Invalid marketing cards*—(a) *Cards which are invalid.* A marketing card shall be invalid under any of the following conditions:

(1) If it is not issued in the form and in the manner prescribed.

(2) If it is lost, destroyed, or stolen, mutilated, or becomes illegible.

(3) If any entry thereon or on the summary of memoranda of sales has been erased or has been altered and has not been properly initialed, in the case of the marketing card, by the issuing officer, or, in the case of the summary of memoranda of sales, by the buyer making such erasure or alteration.

(4) If the summary of memoranda of sales has been detached therefrom.

(b) *Return of invalid cards and the replacement thereof.* Any marketing card which is invalid shall be returned to the office of the issuing officer by the producer or person having possession of the card. Upon the return of the card the issuing officer shall, upon request, issue and deliver a valid card in accordance with the provisions of §729.116. In case any marketing card is lost, destroyed, or stolen, the producer to whom the card was issued or any other person having knowledge of such loss, destruction, or theft shall give written notice to the county office from which the card was issued. If the county committee, on the basis of its investigation, finds that such marketing card was in fact lost, destroyed, or stolen, it shall cancel such marketing card by giving written notice to the producer to whom the card was issued (and to all buyers who serve the county or vicinity, if it was lost or stolen), and if it finds that there has been no collusion or connivance on the part of the producer to whom the card was issued in connection with such loss, destruction, or theft, the issuing officer shall, upon the request of the producer, issue a valid card. A marketing card issued under this section shall have entered thereon as authorized quota sales the amount which should have been shown on the marketing card which is replaced less the amount of peanuts determined to have been marketed as quota peanuts before such replaced card was lost, destroyed, or stolen. Otherwise, the marketing card shall be prepared and issued as provided in § 729.116.

(c) *Cards erroneously issued.* Any marketing card erroneously issued shall, immediately upon discovery of the error, be canceled by the county committee. The producer to whom such card is issued, if such card was delivered, shall

be notified in writing that the card is invalid and of no effect and that it shall be returned. Upon return of such card, another card may be issued as provided in paragraph (b) of this section. In the event that the erroneously issued marketing card is not returned promptly, the county committee shall notify all buyers who serve the county, or the vicinity, that the marketing card is canceled.

§ 729.118 *Report of possible misuse of marketing card.* Any person having information which causes him to believe that any marketing card is being, has been, or is likely to be used in identifying peanuts produced on a farm other than the farm for which it was issued, or that peanuts are being marketed from any farm without the use of a marketing card, shall report such information immediately to the county State office.

IDENTIFICATION OF PEANUTS

§ 729.119 *Identification of peanuts—*(a) *Time and manner of identification.* Each marketing of peanuts from the crop produced on each farm shall be identified by a valid memorandum of sale from a valid marketing card issued to the producer on the farm. The marketing card shall be presented to the buyer at the time of each marketing of peanuts from the farm by the producer on the farm to whom the marketing card was issued or his representative. Each memorandum of sale shall be executed to show, on the basis of information shown on the marketing card, the amount of peanuts identified thereby which are (1) marketed as quota peanuts; (2) marketed as excess peanuts to a designated agency or a sub-agent thereof for oil; and (3) marketed as excess peanuts subject to the penalty of 3 cents per pound. A memorandum of sale shall be valid only when presented with the marketing card and only when all entries required thereon and on the marketing card have been made correctly. The marketing of any peanuts not separated from the vines at the time of such marketing nevertheless shall be identified as provided in these regulations and the amount of peanuts marketed shall be the estimated or known weight of the peanuts exclusive of the weight of the vines. If shelled peanuts are marketed, the poundage thereof shall be converted to the weight of unshelled peanuts by multiplying the number of pounds of shelled peanuts by 1.5 and the result shall be the number of pounds considered as marketed under the regulations in this part.

(b) *Extent to which peanuts are identified as quota peanuts and as excess peanuts.* The amount of peanuts identified by a valid memorandum of sale from a valid marketing card as quota peanuts and as excess peanuts shall be determined in accordance with the following rules:

(1) If no peanuts are authorized to be marketed under the marketing card as quota sales, the entire amount of each lot of peanuts marketed shall be identified as excess peanuts.

(2) If peanuts are authorized to be marketed under the marketing card as quota sales, the quantity of peanuts which may be identified and marketed as quota peanuts shall not exceed the number of pounds authorized to be marketed as quota sales, as shown on the marketing card, less the total number of pounds of peanuts previously marketed as quota sales and recorded on the summary of memoranda of sales contained in the marketing card. All other peanuts marketed shall be identified as excess peanuts. Any peanuts which are not identified by a valid memorandum of sale from a valid marketing card shall be identified as excess peanuts by a form PN–613 executed by the buyer and the producer.

(c) *Excess peanuts subject to penalty.* The marketing of any peanuts which are identified in accordance with this section as excess peanuts shall, if the peanuts are marketed to a person other than a designated agency or sub-agent thereof, be subject to the penalty.

(d) *Excess peanuts not subject to penalty.* The marketing of any peanuts which are identified in accordance with this section as excess peanuts shall not be subject to the penalty if delivered to and marketed through a designated agency or sub-agent thereof; provided the producer is paid for such peanuts the market value thereof for crushing for oil, as of the date of delivery, less the estimated cost of storing, handling, and selling such peanuts as determined by the Secretary.

(e) *Peanuts not identified.* All peanuts marketed by a producer which are not identified in accordance with the regulations in this part shall be subject to penalty.

PENALTY

§ 729.120 *Penalties for marketing excess peanuts—*(a) *Amount of penalties and time when due.* The rate of the penalty for the marketing of excess peanuts shall be 3 cents per pound, except that the collection and payment of the penalty will not be required if the peanuts are delivered to and marketed through a designated agency or sub-agent thereof as provided in § 729.119 (d). The penalty shall be due at the time the peanuts are marketed.

(b) *Payment of penalties.* The penalty shall be paid by the buyer acquiring the excess peanuts from the producer not later than one week after the date the peanuts were marketed to such buyer by remitting he amount thereof to the State office of the Agricultural Adjustment Agency. The buyer may collect the penalty by deducting the amount thereof from the purchase price paid the producer. If the buyer fails to collect the penalty, the buyer and the producer(s) having a share in the peanuts produced on the farm shall be jointly and severally liable for the amount of the penalty.

(c) *Form of remittance.* The penalties shall be remitted to the State committee by check, draft, or money order drawn payable to the order of the Treasurer of the United States. All checks and drafts will be received subject to collection and payment at par.

§ 729.121 *Deposit of funds.* All funds received by any State office in connection with the marketing of peanuts shall be deposited to the credit of a special deposit account with the Treasurer of the United States in the name of the Chief Disbursing Officer of the Treasury Department (hereinafter referred to as "special deposit account").

§ 729.122 *Refunds and transfers of money in excess of the penalty.* As soon as practicable the county committee shall, for each farm for which penalties have been paid, determine (1) the total amount paid in excess of the penalties actually due with respect to marketings from the farm, if any; (2) the producers who bore the burden of the payment of the excess amount; and (3) the amount thereof due each such producer as a refund. The county committee or its representative shall certify its findings to the State committee or the authorized official of the Agricultural Adjustment Agency, who shall review each case and cause to be certified for payment to the producer(s) the amount approved as a refund. The State committee shall cause to be scheduled for transfer from the special deposit account and covered into the general fund of the Treasury the amount of the penalties as finally determined.

§ 729.123 *Quota peanuts marketed and identified as excess peanuts.* If any peanuts which are in fact quota peanuts are marketed and identified in accordance with the regulations in this part as excess peanuts, when delivered to or marketed through a designated agency or sub-agent thereof, the county committee or its representative shall issue a certificate identifying such peanuts as quota peanuts. The designated agency shall pay to the producer in connection with such peanuts, upon the presentation of such certificate, an amount equivalent to that by which the prices for such quota peanuts approved by the Secretary exceeds the prices for excess peanuts for oil determined by the Secretary or his authorized representative, in effect on the date the peanuts were delivered to the agency. Any certificate issued pursuant to this section shall be void if not presented to a designated agency on or before June 16, 1943.

§ 729.124 *Excess peanuts marketed and identified as quota peanuts—*(a) *Through or to a designated agency.* If any peanuts which are in fact excess peanuts are marketed and identified in accordance with these regulations as quota peanuts, when delivered to or marketed through a designated agency or sub-agent thereof, the producer(s) on the farm shall, upon receipt of notice from the county committee of his correct marketing quota, refund to the designated agency, with respect to such peanuts, an amount equivalent to that by which the prices for quota peanuts approved by the Secretary exceed the prices for excess peanuts for oil determined by the Secretary or his authorized representative, in effect on the day such peanuts were so delivered and marketed.

The county committee shall certify to the designated agency the amount of refund due and upon collection of the amount due shall transmit the check in payment thereof to the designated agency.

(b) *Through or to a buyer other than a designated agency.* If any peanuts which are in fact excess peanuts are marketed and identified in accordance with these regulations as quota peanuts, when delivered to or marketed through a buyer other than a designated agency, the producer(s) on the farm, upon establishing to the satisfaction of the county committee the type, grade, class, price received, and date of marketing of such peanuts may, in lieu of paying the penalty of 3 cents per pound, pay to the Treasurer of the United States through the office of the county committee or the office of the State committee, with respect to such peanuts, an amount equivalent to that by which the price received for such peanuts exceeds the price for excess peanuts for oil determined by the Secretary or his authorized representative, in effect on the date such peanuts were so delivered and marketed, had such peanuts been delivered to or marketed through a designated agency as excess peanuts. If the producer fails to remit such amount within 60 calendar days after the date of a notice of penalty due, then the marketing of such peanuts will be subject to the penalty, which shall be paid by the producer.

RECORDS AND REPORTS

§ 729.125. *Necessity for records and reports.* The Secretary hereby finds that the records and reports required by these regulations in this part are necessary to enable him to carry out with respect to peanuts the provisions of Title III of the Act.

§ 729.126 *Records to be kept and reports to be submitted by buyers*—(a) *Record of peanuts acquired from producers.* Each person acquiring peanuts from any producer shall keep as a part of or in addition to the records maintained by him in the conduct of his business a record which will show, with respect to each lot of peanuts marketed to or through him by a producer, the following information:

(1) The name of the producer marketing the peanuts from the farm on which the peanuts were produced.

(2) The serial number of the memorandum of sale or the serial number of the report and penalty receipt for peanuts not identified by a marketing card.

(3) The date of the marketing.

(4) The number of pounds of peanuts.

(5) The quantity of peanuts subject to penalty and the amount of the penalty, if any.

(6) If the buyer is a designated agent or sub-agent thereof, the quantity of peanuts received for crushing for oil, if any.

(b) *Reports in connection with peanuts identified by a memorandum of sale.* The buyer of peanuts which are identified by a valid memorandum of sale from a marketing card, as provided in § 729.119, shall make a report in connection with the transaction by executing the summary of memoranda of sales and a memorandum of sale contained in the marketing card by entering thereon information to show (1) the quantity of peanuts identified thereby as quota peanuts, (2) the quantity of excess peanuts, if any, identified as subject to penalty and the amount of penalty, (3) in the case of a buyer who is a designated agency or sub-agent thereof, the quantity of excess peanuts acquired for crushing for oil, (4) the buyer's reference number, which shall be the number of the check or draft given the producer in payment for the peanuts, or, if the payment is made in cash or by credit on account, the word "Cash" or "Account," as the case may be, (5) the name and address of the buyer, and (6) the date of the transaction. The memorandum of sale, as executed, but not the summary of memoranda of sales, shall be detached from the marketing card by the buyer and disposed of as provided in paragraph (d) of this section.

(c) *Reports in connection with peanuts not identified by a marketing card.* The buyer of peanuts which are not identified at the time of marketing by a valid memorandum of sale from a marketing card shall, with respect to each lot of peanuts acquired from any producer, make a report on form PN–613. In addition thereto, the buyer who is not a designated agency or sub-agent thereof shall, within 30 calendar days, make a report with respect to each lot of peanuts which was not identified at the time of marketing by a valid memorandum of sale from a marketing card by executing the summary of memoranda of sales and a memorandum of sale contained in a marketing card in the manner prescribed in paragraph (b) of this section. The report on form PN–613 shall show the following information:

(1) The name and address of the operator of the farm on which the peanuts were produced.

(2) The names of the State and county in which the peanuts were produced.

(3) The serial number of the farm on which the peanuts were produced.

(4) The number of pounds of peanuts marketed in the particular transaction.

(5) The amount of the penalty collected.

(6) The date of the transaction and the buyer's reference number.

The report shall be executed in triplicate and shall be signed by the buyer and the person selling the peanuts. One copy shall be given to the producer, one copy shall be retained by the buyer, and the State office copy shall be handled as provided in paragraph (d) of this section.

(d) *Time and manner of submitting reports.* The report of the buyer (memorandum of sale, as provided in paragraphs (b) and (c), and Sate office copy of PN–613, as provided in paragraph (c)) shall be submitted not later than one week following the date of the transaction covered by the report. The reports shall be mailed or delivered to the State committee (for example, "State Committee, Agricultural Adjustment Agency, Auburn, Alabama") of the State in which the office of the buyer is located. If the office of any buyer is not located in one of the following States, the buyer shall make his report to the State office of the State listed below which is nearest to his office.

State:	*Address of State Office*
Alabama	Auburn.
Arkansas	421½ West Capitol Avenue, Little Rock.
California	P. O. Box 247, Berkeley.
Florida	Segale Building, Gainesville.
Georgia	Athens.
Louisiana	University.
Mississippi	Tower Building, Jackson.
New Mexico	State College.
North Carolina	State College Station, Raleigh.
Oklahoma	Stillwater.
South Carolina	Masonic Building, Columbia.
Tennessee	2321 W. End Avenue, Nashville.
Texas	College Station.
Virginia	Blacksburg.

§ 729.127 *Reports to be submitted by picker or thresher operators*—(a) *Reports in connection with peanuts picked or threshed.* Each person who operates a peanut picker or thresher shall make a report on form PN–609 of the quantity of peanuts picked and threshed by him for each farm. Each report on form PN–609 shall be signed by the producer or his representative and the operator of the peanut picker or thresher or his representative and shall show the following:

(1) The name of the producer for whom the peanuts are picked or threshed and the farm serial number of the farm on which the peanuts were produced.

(2) The number of pounds of peanuts picked or threshed.

(3) The number of pounds of peanuts accepted in payment for the picking or threshing charges (toll peanuts), if any.

(4) The serial number of the memorandum of sale executed to cover peanuts accepted (as toll) in payment for the picking or threshing charges.

§ 729.128 *Reports to be submitted by persons who accept toll peanuts.* Any person who accepts peanuts as toll for any service performed shall keep the same records and make the same reports which are required to be kept by buyers pursuant to § 729.126.

§ 729.129 *Records to be kept by persons acquiring farmer's stock peanuts from persons other than producers.* Any person who buys or acquires farmer's stock peanuts (that is, peanuts picked or threshed and unshelled and in the condition in which such peanuts ordinarily are marketed by farmers) from a person other than the producer of the peanuts shall keep a record of the acquisition of the peanuts. The record shall show the following:

(1) The name and address of each person from whom the farmer's stock peanuts were acquired.

(2) The date the peanuts were acquired.

(3) The number of pounds of peanuts acquired from each person.

§ 729.130 *Records of the disposition of peanuts and peanuts on hand.* Each person who acquires farmer's stock peanuts from producers or from persons other than producers shall keep a record of the disposition made of such peanuts, which record shall show the following:

(1) The number of pounds of such peanuts which are processed.

(2) The number of pounds of such peanuts disposed of by marketing to other persons without being processed, the name and address of the person to whom marketed, and the date of marketing.

(3) The number of pounds of such peanuts on hand.

§ 729.131 *Special reports.* Any persons required to keep the records prescribed in §§ 729.126, 729.129, or 729.130 shall, upon the request in writing of the county committee or the State Committee, submit a special report containing the information required to be shown on the records required to be kept by such person pursuant to §§ 729.126, 729.129, or 729.130 of the regulations in this part. The county committee or the State committee may, in its request for a special report, specify that the report contain such information only with respect to peanuts acquired from or disposed of to a particular person or persons or only with respect to peanuts acquired or disposed of during a specified period. The report shall be submitted to the committee making the request within 15 calendar days after the request therefor is deposited in the United States mails.

§ 729.132 *Records to be kept by warehousemen, processors, and others.* Each warehouseman, processor, common carrier, broker, dealer, agent marketing peanuts for a producer or buyer or dealer, peanut growers' cooperative association, person engaged in the business of cleaning, shelling, crushing, or salting of peanuts or manufacture of peanut products, or other person who buys, handles, or deals in peanuts or peanut products, for or on behalf of the producers or otherwise, shall keep a record of each transaction or dealing showing the name and address of the person from whom the peanuts were acquired or received, the amount of peanuts included in such transactions, and the disposition made of any of such peanuts and, if disposed of to another, the name and address of such person and the amount of peanuts disposed of to him.

§ 729.133 *Penalty for failure or refusal to keep records or make reports.* Any person required to keep the records or make the reports specified in §§ 729.126, 729.127, 729.128, 729.129, 729.130, 729.131, or 729.132 and who fails to keep any such record or make any such report or who makes any false report or keeps any false record shall, as provided in section 373 (a) of the Act, be deemed guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine of not more than $500 for each such offense.

§ 729.134 *Records to be kept and reports to be submitted by producers*—(a) *Record of peanuts marketed and identified by memorandum of sale.* Each producer to whom a marketing card is issued shall keep a record of the marketing of all peanuts of the 1942 crop which when marketed by him are identified by a memorandum of sale from the marketing card. Such record shall be maintained on the summary of the memoranda of sales contained in the marketing card and shall show the following information with respect to each marketing made by him of peanuts produced on the farm:

(1) The name and address of the buyer.

(2) The number of pounds identified and marketed as quota peanuts.

(3) The number of pounds of peanuts identified as excess peanuts and marketed for oil to a designated agency or sub-agent thereof.

(4) The number of pounds of peanuts identified as excess peanuts and marketed subject to penalty and the amount of the penalty.

(b) *Record of peanuts marketed and not identified.* Each producer who markets peanuts of the 1942 crop, which when marketed are not identified by a memorandum of sale, shall keep a record of the transaction by retaining a copy of the form PN–613 executed as provided in § 729.126 (c).

(c) *Reports of disposition of peanuts.* The operator of each farm shall make a report of the disposition of peanuts produced on the farm within 30 calendar days after the marketing of peanuts from the farm is completed or by March 31, 1943, whichever is the earlier. The report shall show the following:

(1) The name and address of the buyer of each lot of peanuts marketed from the farm.

(2) The number of pounds of peanuts identified and marketed as quota peanuts.

(3) The number of pounds of peanuts identified as excess, or not identified by a memorandum of sale, and marketed to a designated agency or subagent thereof for oil.

(4) The number of pounds of peanuts identified as excess, or not identified by a memorandum of sale, and marketed subject to penalty and the amount of the penalty.

(5) The number of pounds of peanuts which were not marketed from the farm and the location of such peanuts. The report may be made by returning to the office of the county committee the marketing card(s) issued for the farm with the "Producer's Report of disposition of Peanuts," contained in the card, properly executed, together with the copies of form(s) PN–613 covering any peanuts which were marketed without identification. Each producer on the farm who markets peanuts shall, at the time the report required by this paragraph is to be made, surrender to the farm operator or to the county committee the marketing card issued to him, if any, and all copies of form(s) PN–613, showing the above information with respect to peanuts produced by him which were marketed by him and which were otherwise disposed of or retained by him. If such producer's marketing card and copies of PN–613 are surrendered to the county committee either by the producer or by the operator, they shall be considered as a part of the operator's report.

(d) *Additional reports:* The county committee shall require, and the operator or producer shall furnish, such additional reports as may be necessary to obtain complete information with respect to the marketing of peanuts from the farm and with respect to peanuts produced on the farm but not marketed therefrom.

§ 729.135 *Length of time records to be kept and availability of records.* All records and copies of the reports required to be kept or made pursuant to the regulations in this part, except the records required to be kept by producers pursuant to § 729.134, shall be kept by the person required to keep such records or make such reports until June 30, 1944, or for such longer period as may be requested in writing by the State committee. All such records and any books, papers, records, accounts, correspondence, contracts, documents, or memoranda kept by or within the control of any person required by the regulations in this part to keep records of transactions relating to the production, transportation, processing, or marketing of peanuts subject to the regulations in this part shall be made available for examination and inspection by the Secretary or by his authorized representative, and by members of the State or county committees or their officers or employees, for the purpose of ascertaining the correctness of any report made or any record kept pursuant to the regulations in this part, or of obtaining information required to be furnished in any report pursuant to the regulations in this part or of obtaining information relative to the acquisition or disposition made by any producer, buyer, agent, or designated agency of peanuts subject to the regulations in this part.

MISCELLANEOUS

§ 729.136 *Penalty for false identification or failure to account for the disposition of any peanuts.* If, in the course of marketing, any peanuts produced on one farm are falsely identified by a representation that such peanuts were produced on another farm, or if there is a failure to make a report of the disposition of peanuts available for marketing from any farm, each person participating in the false identification of the peanuts or failing to make a report of the disposition of such peanuts, as required by the regulations in this part, shall be subject to a penalty of $25 for each acre, or fraction thereof, of peanuts in excess of the farm acreage allotment for the farm on which such peanuts were produced, and this penalty shall be in addition to any other penalty due. The term "peanuts available for marketing from any farm" as used in this section means the entire quantity of peanuts picked or threshed from the 1942 crop produced on the farm.

§ 729.137 *Data to be kept confidential.* Except as otherwise provided herein, all data reported to or acquired pursuant to the provisions of these regulations shall be kept confidential by all officers and employees of the United

States Department of Agriculture and by all members, officers, and employees of State and county committees and only such data so reported or acquired as the Secretary deems relevant shall be disclosed by them and then only in a suit or administrative hearing under Title III of the Act.

§ 729.138 *Enforcement.* It shall be the duty of the county committee to report in writing to the State committee each case of failure or refusal to make any report or keep any record as required by these regulations in this part, or to pay or remit any penalty incurred under these regulations in this part, or any other violation of these regulations. It shall be the duty of the State committee to report in writing to the United States Department of Agriculture each such violation with a view to the institution of proceedings by the United States Attorney for the appropriate district, under the direction of the Attorney General of the United States, to enforce the provisions of Title III of the Act.

§ 729.139 *Inspection of unmarketed peanuts.* If the State committee or county committee has reason to believe that any peanuts reported by any operator or producer to be unmarketed have in fact been marketed, or if the committee has reason to believe that the records cannot be properly completed otherwise, the committee shall provide for the inspection of the peanuts or of documents evidencing title thereto, by one or more of its members or one of its officers or employees or any person duly designated as a representative of the Secretary. If, upon the basis of such inspection, the committee finds that all or part of the neanuts reported as unmarketed are not in the actual or constructive possession of the operator or other producer, or if the operator or producer fails or refuses to permit the inspection of the peanuts or of documents evidencing title thereto, the quantity of peanuts which the committee finds the producer has not reported as having been marketed, less the amount which the committee finds to be in the actual or constructive possession of such operator or producer, shall be taken to have been marketed.

Done at Washington, D. C., this 1st day of August, 1942. Witness my hand and the seal of the Department of Agriculture.

[SEAL] GROVER B. HILL,
Acting Secretary of Agriculture.

[F. R. Doc. 42-7489; Filed, August 3, 1942; 11:10 a. m.]

Chapter IX—Agricultural Marketing Administration

PART 913—MILK IN THE GREATER KANSAS CITY MARKETING AREA

SUSPENSION OF CERTAIN PROVISIONS

Pursuant to the provisions of Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937 (hereinafter referred to as the "act"), and the provisions of the order, as amended, regulating the handling of milk in the Greater Kansas City marketing area, effective October 2, 1941 (6 F.R. 5029), it is hereby found that the provisions of the said order relating to base ratings for producers of milk, as used in the said order, obstruct and no longer tend to effectuate the declared policy of the act, and, for that reason, the following provisions of the said order are hereby suspended, effective as of August 1, 1942:

1. "to and including December 31, 1941" in § 913.7 (b) (1).
2. § 913.7 (b) (2) and (3).
3. § 913.8.
4. "to and including December 31, 1941" in § 913.9 (a) (1).
5. § 913.9 (a) (2) and (3).

Done at Washington, D. C., this 1st day of August, 1942. Witness my hand and the seal of the Department of Agriculture.

[SEAL] THOMAS J. FLAVIN,
Assistant to the Secretary of Agriculture.[1]

[F. R. Doc. 42-7470; Filed, August 1, 1942; 12:27 p. m.]

TITLE 19—CUSTOMS DUTIES

Chapter I—Bureau of Customs

[T. D. 50693]

PART 6—INVOICES, ENTRY AND ASSESSMENT OF DUTIES

CUSTOMS REGULATIONS AMENDED

Article 292 (b) [§ 6.11 (b)] of the Customs Regulations of 1937, as amended by T. D. 50648,[2] is further amended by substituting the word "may" for the word "shall" in the first sentence thereof and by substituting the words "may be endorsed thereon" for the words "shall be endorsed thereon" in the second sentence.[3] (Sec. 484 (j), 46 Stat. 723, sec. 624, 46 Stat. 759; 19 U.S.C. 1484 (j), 1624).

[SEAL] W. R. JOHNSON,
Commissioner of Customs.

Approved: July 29, 1942.

JOHN L. SULLIVAN,
Acting Secretary of the Treasury.

[F. R. Doc. 42-7439; Filed, July 31, 1942; 3:50 p. m.]

TITLE 22—FOREIGN RELATIONS

Chapter III—Proclaimed List of Certain Blocked Nationals

SUPPLEMENT 5 TO REVISION II

By virtue of the authority vested in the Secretary of State, acting in conjunction with the Secretary of the Treasury, the Attorney General, the Secretary of Commerce, the Board of Economic Warfare, and the Coordinator of Inter-American Affairs, by Proclamation 2497 of the President of July 17, 1941 (6 F.R. 3555), the following Supplement 5 containing certain additions to, amendments to, and deletions from The Proclaimed List of Certain Blocked Nationals, Revision II of May 12, 1942,[1] is hereby promulgated.

By direction of the President:

CORDELL HULL,
Secretary of State.
H. MORGENTHAU, Jr.
Secretary of the Treasury.
FRANCIS BIDDLE,
Attorney General.
JESSE H. JONES,
Secretary of Commerce.
MILO PERKINS,
Executive Director,
Board of Economic Warfare.
NELSON A. ROCKEFELLER,
Coordinator of Inter-American Affairs.

JULY 31, 1942.

GENERAL NOTES: (1) The Proclaimed List is divided into two parts: part I relates to listings in the American republics; part II relates to listings outside the American republics.

(2) In part I titles are listed in their letter-address form, word for word as written in that form, with the following exceptions:

If the title includes a full personal name, that is, a given name or initial and surname, the title is listed under the *surname.*

Personal-name prefixes such as *de, la, von,* etc., are considered as part of the surname and are the basis for listing.

The listing is made under the next word of the title when the initial word or phrase, or abbreviation thereof, is one of the following Spanish forms or similar equivalent forms in any other language:

Compañía; Cía.; Comp.
Compañía Anónima; C. A.; Comp. Anón.
Sociedad; Soc.
Sociedad Anónima; S. A.; Soc. Anón.

(3) The indication of an address for a name on the list is not intended to exclude other addresses of the same firm or individual. A listed name refers to all branches of the business in the country.

(4) The symbols following additions to the list made with each supplement, starting with the present one, will appear in subsequent issues, including revisions, and serve to identify the issue of the list in which action to add or amend the name was taken. Thus, the symbol "II-5" means that the name was first added in Revision II, Supplement 5.

PART I—LISTINGS IN AMERICAN REPUBLICS

ADDITIONS

Argentina

Aurelio, Francisco—Pavón 4063-70, Buenos Aires. II-5.

Bianchi, Armando.—Lafuente 184, Buenos Aires. II-5.

Bonomo, Francisco.—Lavalle 1977, Buenos Aires. II-5.

Bonomo Film.—Lavalle 1977, Buenos Aires. II-5.

Bosenberg, Rodolfo.—Riyadavia 633, Buenos Aires. II-5.

Carozzo Rolleri, Mario.—Callao 53-61 y Serrano 1818, Buenos Aires. II-5.

Dainesi, Julio.—Rosario, F. C. C. A. II-5.

---

[1] Acting pursuant to authority delegated by the Secretary of Agriculture under the Act of April 4, 1940 (54 Stat. 81: 7 F. R. 2656).

[2] 7 F.R. 4320.

[3] This document affects 19 CFR 6.11.

[1] 7 F.R. 3587, 3867, 4222, 4639, 5545.

Dainesi Hermanos.—Méjico 3240, Buenos Aires. II–5.
Ellerhorst, Fernando.—Reconquista 336, Buenos Aires. II–5.
"EXANOR" Exportadora Argentina Norteña S. de R. L.—Levalle 754, Avellaneda, F. C. S., B. A.; and Carlos Pellegrini 1100, Salta, F. C. C. N. A., B. A. II–5.
Exportadora Argentina Norteña S. de R. L.—Levalle 754, Avellaneda, F. C. S., B. A.; and Carlos Pellegrini 1100, Salta, F. C. C. N. A., B. A. II–5.
Gleichentheil, Aloisio—Callao 53–61 y Serrano 1818, Buenos Aires. II–5.
Imprenta Kuper.—Buenos Aires. II–5.
Kern y Cía., Hugo.—Leandro N. Alem 643, Buenos Aires. II–5.
Kuperschmid, Guillermo. Bolívar 1263, Buenos Aires. II–5.
"La Holandesa".—Cangallo 868, Buenos Aires. II–5.
Leeb, Curt H.—Callao 53–61 y Serrano 1818, Buenos Aires. II–5.
Loray José.—Lavalle 416, Buenos Aires. II–5.
Moreda, Juan.—Bolívar 238, Buenos Aires. II–5.
Morishita, Harunoshin.—Piedras 611, Buenos Aires. II–5.
Morisita, Juan.—Piedras 611, Buenos Aires. II–5.
Muller, Juan Pablo Eberhard.—Alberdi 374 y Metán 4176, Buenos Aires. II–5.
"OCA" Organización Cinematográfica Argentina.—Rodríguez Peña 190 y Cangallo 439, Buenos Aires. II–5.
Orbis, Sociedad Anónima Industrial Metalúrgica.—Callao 53–61 y Serrano 1818, Buenos Aires. II–5.
Organización Cinematográfica Argentina.—Rodríguez Peña 190 y Cangallo 439, Buenos Aires. II–5.
Perfumerías Tosca, S. A.—Blanco Encalada 3145, Buenos Aires. II–5.
Perimar S. de R. L.—Avenida Presidente Roque Sáenz Peña 1119, Buenos Aires. II–5.
Ranieri, Amilcar.—Lavalle 1977, Buenos Aires. II–5.
Schmidt, Ricardo.—Adrogue, F. C. S., B. A. II–5.
Sindermann, Hans.—Alsina 675, Buenos Aires. II–5.
Tausch, Máximo.—Callao 53–61 y Serrano 1818, Buenos Aires. II–5.
Tiberia Film.—Lavalle 1977, Buenos Aires. II–5.
Treusch, Alberto.—Bolívar 218, Buenos Aires. II–5.
Vigo, Luis Gerónimo.—Cangallo 868, Buenos Aires. II–5.
Vilallonga, Fermin.—Solís 206 y Cangallo 362, Buenos Aires. II–5.
Zarazaga, José M.—25 de Mayo 158, Buenos Aires. II–5.
Zeising, Herman.—Moreno 550, Buenos Aires. II–5.

Bolivia

Abel, Helmouth.—Trinidad. II–5.
Albert y Cía., F.—Casilla 124, Cochabamba. II–5.
Bock, Rudolf.—Esteban Arce 193, Cochabamba. II–5.
Chávez F., Humberto.—Riberalta. II–5.
Chávez y Cía., Humberto.—Riberalta. II–5.
Durán A., Miguel.—Riberalta. II–5.
Heinrich, Pablo.—Trinidad. II–5.
Higa, Rosita.—Riberalta. II–5.
Higa Hermanos.—Riberalta. II–5.
Japonesa, Cía.—Riberalta. II–5.
Katura, Alberto.—Trinidad. II–5.
Kremser, Luis.—Guayaramerín. II–5.
Machiduke, Emilio.—San Andrés, Beni. II–5.
Maimura, Antonio.—Trinidad. II–5.
Murakami, Sebastián.—Trinidad. II–5.
Nagao, Jacinto.—Trinidad. II–5.
Noda, Domingo.—Trinidad. II–5.
Ojara, Luis.—Trinidad. II–5.
Reye, Ulrich.—Yanacocha 243–247 (Casilla 525), La Paz. II–5.
Ruecker, Hans.—Esteban Arce 173, Cochabamba. II–5.
Sato, Juan.—Rurrenabaque. II–5.
Schmidt y Cía., sucrs., Otto.—Estaban Arce 173, Cochabamba. II–5.
Seuchi, José.—Cobija. II–5.
Simamoto, Julio.—Trinidad. II–5.
Suemito, Alfredo.—Trinidad. II–5.
Tanaka, Claudio.—Trinidad. II–5.
Yokota, Tomás.—Riberalta. II–5.

Brazil

Anna[1]—Florianópolis. II–5.
Braun, Otto.—Caixa Postal 3360, São Paulo. II–5.
Carl Hoepcke.[1]—Florianópolis. II–5.
Central Discount Company.—Avenida Atlântica 124, Rio de Janeiro. II–5.
Fillios, Henri Albert.—Rio de Janeiro. II–5.
Importadores, Fornecedores e Constructores Brasunido, S. A.—Rua Theóphilo Ottoni 74, Rio de Janeiro. II–5.
Max.[1]—Florianópolis. II–5.
Yasumi & Shimisu.—Paranaguá, Paraná. II–5.

Chile

Barends, Barend.—José Infante 120 (Casilla 1393), Santiago. II–5.
Barra, Juan.—Casilla 389, Concepción. II–5.
Berkhoff, Ernesto.—Picarte 319 (Casilla 401), Valdivia. II–5.
Branchi S., Gustavo.—Blanco 1053, Valparaíso. II–5.
Branchi & Mutis.—Blanco 1053 (Casilla 567), Valparaíso. II–5.
Bravo Hermanos.—21 de Mayo 583, Arica. II–5.
CB 134 Radio Cervantes.—Avenida Bernardo O'Higgins 924 (Casilla 4650), Santiago. II–5.
Canepa Vaccarezza, José.—Juana Ross 181 (Casilla 4336), Valparaíso. II–5.
Casamitjana Cirera, Elías.—Guillermo Rawson 308 (Casilla 4200), Valparaíso. II–5.
Dittmann, Bruno.—Prat 828, Valparaíso. II–5.
Droste y Cía., Carlos F.—Morandé 536 (Casilla 27), Santiago. II–5.
Dubrock, Adolfo.—Roca 843, Punta Arenas. II–5.
Dubrock, Carlos.—Roca 843, Punta Arenas. II–5.
Dubrock Hermanos.—Roca 843, Punta Arenas. II–5.
Eberhardt, Hermann.—Estancia Puerto Consuelo, Ultima Esperanza (near Natales), Magallanes. II–5.

[1] Vessel owned by Empreza Nacional de Navegação Hoepcke.

Eberhardt Hermanos.—Estancia Puerto Consuelo, Ultima Esperanza (near Natales), Magallanes. II–5.
Farmacia Colón.—Avenida Argentina 318, Valparaíso. II–5.
Fiedler, Conrado (Dr.).—Santa Victorina 366 (Casilla 736), Valparaíso. II–5.
Fracchia Ottone, Libero.—General Salvo 317, Santiago. II–5.
Gardeweg Villegas, Enrique.—Ñuble 1168, Santiago. II–5.
Garimani Valdata, Miguel.—8 Norte 1137, Viña del Mar. II–5.
González, José M.—Casilla 273, Talca, II–5.
Haas, José.—Prat 643 (Casilla 1161), Valparaíso. II–5.
Heissen, Emilio.—Avenida Manuel Rodríguez 799 (Casilla 2), San Fernando. II–5.
Henseleit, Julio.—Nueva York 62, Santiago. II–5.
Hoffmeister, Werner.—Pedro Montt 249 (Recreo), Valparaíso. II–5.
Hoffmeister y Cía., Ltda.—Avenida Errázuriz 1356 (Casilla 2106), Valparaíso. II–5.
Holtheuer V., Germán.—Casilla 4650, Santiago. II–5.
Hurtado, Aurelio.—Valparaíso. II–5.
Ibáñez, Zamudie.—Santiago. II–5.
Jacobsen G., Ernesto.—Huérfanos 972 y Carmen Silva 2345, Santiago. II–5.
Kommer, Lothar. Agustinas 972, oficina 419, Santiago. II–5.
Langhaus, Guillermo.—Puerto Natales. II–5.
Langhaus, Jorge.—Puerto Natales. II–5.
Lutz, Gustavo.—Nueva York 62, Santiago. II–5.
Luvecce G., Carlos Guillermo.—Ramón Nieto 940, Santiago. II–5.
Maldini G., Luis.—O'Higgins 110, Copiapó. II–5.
Marín, Juan R.—Coquimbo. II–5.
Merceria "El Candado".—Guillermo Rawson 308 (Casilla 4200), Valparaíso. II–5.
Mercería Libertad.—Alameda 3023 (Casilla 4583), Santiago. II–5.
Mett, H. P.—Residencial Extrangera, L. Saint Jean, Pasaje Cousiño 4, Viña del Mar. II–5.
Morales Domínguez, Carlos.—Manuel Montt 2481, Santiago. II–5.
Pentzke Brandes, Alberto.—Avenida de las Delicas 310 (Casilla 27), San Felipe. II–5.
Pfennings Hohmann, Edgar.—Alameda 3023 (Casilla 4583), Santiago. II–5.
Piazza Garibaldi, Andres.—Avenida Brasil 1472, Valparaíso. II–5.
Radio Cervantes CB 134.—Avenida Bernardo O'Higgins 924 (Casilla 4650), Santiago. II–5.
Relojería Suiza.—Roca 843, Punta Arenas. II–5.
Roeschmann & Wagner Ltda.—Morandé 862, Santiago. II–5.
Sandoval de la Barra, Ernesto.—Pudeto 342, Valparaíso. II–5.
Santes, Primitivo.—Calera. II–5.
Schülbe Reinicke, Walter.—Santa Victorina 344, Valparaíso. II–5.
Seran, Vicente Félix.—Errázuriz 632, Punta Arenas. II–5.

Stuck y Cía., Ltda., J.—Pedro Valdivia 1123, Concepción. II–5.
Thomas Gerard, León Eduardo.—Ahumada 236, Santiago. II–5.
Valenzuela Aguilera, Leonidas.—Avenida Argentina 318, Valparaiso. II–5.
Wagner, Gunther.—Rosas 1490, Santiago. II–5.
Weber Hey, Pablo.—Independencia 475, Valdivia. II–5.
Weber y Cía., Ltda., P.—Independencia 475, Valdivia. II–5.
Weinrich, Erwin.—Nogales 716 (Casilla 927), Santiago. II–5.
Werkmeister, Otto.—Avenida Prat 470, Valdivia. II–5.

Colombia

Baer, Carmen Ruiz de.—Barranquilla. II–5.
Baer, Walter.—Barranquilla. II–5.
Eckhoff, Rudolf.—Apartado Nacional 216 y Apartado Aéreo 4119, Bogotá. II–5.
Goebel, Hans Joaquín.—Calle 25 No. 8–51, Bogotá. II–5.
Ibler, Guillermo.—Carrera 13A No. 27–66, Bogotá. II–5.
Ibler, Taller de Vidrio Guillermo.—Carrera 13A No. 27–66, Bogotá. II–5.
Mesa, Alfredo.—Medellín. II–5.

Costa Rica

Guettler, Paul.—San José. II–5.
Holdinghausen, Gertrude.—Apartado 1015, San José. II–5.
Kött, Werner.—Hacienda Lindora, San José. II–5.
Platería Alemana.—Apartado 1015, San José. II–5.
Trejos González, Marta.—San José. II–5.

Ecuador

Bazaar "Idolo".—Aguirre 304, Guayaquil. II–5.
Cedeño, Guido.—Malecón Simón Bolívar 2014, Guayaquil. II–5.
Clementina Plantagen Gesellschaft.—Babahoyo (Casilla 1291), Guayaquil. II–5.
González, Antonio.—Casilla 1150, Guayaquil. II–5.
González, Florentino.—Casilla 1150, Guayaquil. II–5.
Hacienda Clementina.—Babahoyo (Casilla 1291), Guayaquil. II–5.
Petruska, Juan.—Ambato. II–5.
Plantaciones Clementina, Cía. de.—Casilla 1291, Guayaquil. II–5.
Rabascall, Severo (Dr.).—Hotel Majestic, Salinas. II–5.
Sojos, Benjamín (Dr.).—Cuenca. II–5.
Steyer, Florian.—Riobamba. II–5.
Steyer, Luis.—Riobamba. II–5.
Zohrer, Adolf.—Casilla 277, Guayaquil. II–5.

Guatemala

Walch, Hermann.—San Cristóbal, Alta Verapaz. II–5.

Honduras

Gough, Admiral.—Roatan. II–5.
Gough, George.—Roatan. II–5.
Gough, James.—Roatan. II–5.
Gough, Joseph.—Roatan. II–5.
"Gough Brothers".—Roatan. II–5.

Panama

Cunquero, Manuel.—Colón. II–5.
Guerrero, Manuel.—Colón. II–5.

Uruguay

Franke, Oscar.—Carlos María Maggiolo 456, Montevideo. II–5.
Rauhut, Herman.—Siracusa 2412, Montevideo. II–5.

AMENDMENTS

Argentina

For Ferretería Germania.—Buenos Aires, substitute Ferretería Germania.—Perú 169, Buenos Aires.
For Hoter, Guillermo.—Victoria 1138, Buenos Aires, substitute Hoter, Guillermo.—J. Penna 929, Olivos, F. C. C. A.
For Lohmann, Otto W.—Alsina 2478, Buenos Aires, substitute Lohmann, Otto W.—Alsina 2478 y Córdoba 5653, Buenos Aires.
For Pereira, Manuel.—Buenos Aires, substitute Pereira, Manuel.—Casilla 355, Buenos Aires.
For Walther, Emilio.—Buenos Aires, substitute Walther, Emilio.—Pichincha 68 y Córdoba 5653, Buenos Aires.

Brazil

For Lins e Cia., Almeida.—Rua Nova 260, Recife, substitute Almeida, Lins e Cia.—Rua Nova 260, Recife.
Relative to Ribeiro e Cia., Ltda., J. A.—Rua Costa Pereira 128, Victoria, and all branches in Brazil.[1]
For Romano, Adolpho.—Praça Coronel Eneas 38, Curityba, substitute Romano, Adolpho.—Praça Coronel Eneas 38, Curityba, and all branches in Brazil.

Colombia

For Wolf, Herbert.—Medellín, substitute Wolff, Herbert R.—Medellín.

Cuba

For "Cifesa".—Consulado 156, Habana, substitute "Cifesa".—Habana.

Ecuador

For Brauer, Alfredo.—Quito, substitute Brauer Gehin, Alfredo.—Guayaquil 60 (Casilla 687), Quito.
For Brauer, Leopoldo M. (Jr.).—Quito, substitute Brauer Gehin, Leopoldo M. (Jr.).—Guayaquil 60 (Casilla 687), Quito.
For Brill, Max.—Quito, substitute Brill, Max.—Zambrano 7 (Casilla 92), Quito.
For Casa Alemana.—Casilla 394, Quito, substitute Casa Alemana.—García Moreno 69 (Casilla 394), Quito.
For Dreier, Hermann.—Casilla 394, Quito, substitute Dreier, Hermann.—García Moreno 69 (Casilla 394), Quito.
For Greisbach & Roehl.—Quito, substitute Griesbach & Roehl.—Pasaje Royal (Casilla 326), Quito.
For Gubitz & Schwark.—Casilla 433, Quito, substitute Gubitz & Schwark.—Guayaquil 66 (Casilla 433), Quito.
For Industrias Téxtiles S. A., Soc.—Ascasubi 14, Quito, substitute Industrias Téxtiles S. A., Soc.—Ascasubi 14 (Casilla 337), Quito.
To Janssen, Ludwig.—, add address Quito.
For La Casa Wiking, S. A.—Casilla 556, Quito, substitute La Casa Wiking, S. A.—Venezuela 97 (Casilla 556), Quito.
For Peters, Fritz.—Guayaquil, substitute Peters, Erich Christian.—Guayaquil.
For Piano, Elio.—Manabí 24, Quito, substitute Piana, Elio.—Manabí 24, Quito.
For Rothenbacker, Kaspar.—Avenida 18 de Setiembre y Tarqui, Quito, substitute Rothenback, Kaspar.—Avenida 18 de Setiembre y Tarqui, Quito.

Mexico

For Ieda K. (Dr.).—Hotel Mancera, México, D. F., substitute Ieda, K. (Dr.).—Apartado 76, Navojoa, Sonora.
For Instituto Behring S. A.—Tecoyotitla 364, México, D. F., substitute Instituto Behring de Terapéutica Experimental S. de R. L.—Calzada Tecoyotitla, Villa Obregón.
For Kane, Hasashi.—Hotel Mancera, México, D. F., substitute Kane, Hasashi.—México, D. F.

Peru

For Murono y Cía., E.—Huallaga 488, Lima, substitute Murono y Cía., N.—Huallaga 488, Lima.

Venezuela

For García, A.—Apartado 1941, Caracas, substitute García, A. (Argimiro).—Apartado 1941, Caracas.

DELETIONS

Argentina

Kaiseki, S.—Rivadavia 1133, Buenos Aires.

Colombia

Merendoni, Verginio.—Circuito ABC, Oficina en Teatro Rex, Barranquilla.

Costa Rica

Carvajal, Marino.—Apartado XIX, San José.
Coto, Manuel Alberto.—Apartado 1883, San José.

Ecuador

Aserrio Mercedes.—Guayaquil.

Guatemala

Finca "Costa Rica".—Chimaltenango.
Finca "El Rodeo".—Pochuta, Chimaltenango.
Finca "La Torre".—Chimaltenango.
Finca "San Carlos Miramar".—Pochuta, Chimaltenango.
Finca "Santa Anita".—Chimaltenango.
Luttmann & Co.—Pochuta, Chimaltenango; Tumbador, and Reforma, San Marcos.

Mexico

Calvi, Francisco.—Matamoros 513 Oriente, Monterrey.
Centro Comercial, S. de R. L.—Huixtla, Chiapas.
Cernicchiaro, Blas.—Puebla.

[1] Not to be confused with A. Ribeiro e Cia., Rua Florencio de Abreu 285, São Paulo, nor with J. A. Ribeiro e Cia., Fortaleza, Ceará.

Combustion Engineering S. de R. L.—Edificio "La Nacional", despacho 47, Guadalajara, and all branches in Mexico.
"El Depósito Dental".—Matamoros 513 Oriente, Monterrey.
El Pacífico.—Avenida Reforma 305, Mexicali.
Harinera La Italiana, S. A.—Puebla.
Martínez B. Enrique S.—Pedro Moreno 1336, Guadalajara.
Nakashimada y Robles.—Avenida Reforma 305, Mexicali.
Reinecke, Pablo.—Argovia.
Rodríguez Ascorva, Roberto.—Avenida, Jalisco 96, Tacubaya, D. F.
"Salón Variedades".—Monterrey.

Panama

Canal Zone Pharmacy.—4 de Julio 3, Panamá.
Farmacia Alemana.—Avenida Balboa 10.087, Colón.
Farmacia Zona del Canal—4 de Julio 3, Panamá.

Peru

Botica "El Sol".—Unión (La Merced) 618, Lima.
Farmacia Taboada.—Unión (La Merced) 618, Lima.
Importadora del Perú, Soc.—Ayacucho 708, Trujillo.
Peruana de Representaciones S.A., Cía.—Ica (Concha) 316, Lima.
Taboada, Teodoro M. (Dr.).—Trujillo.

PART II—LISTINGS OUTSIDE AMERICAN REPUBLICS

ADDITIONS

Iran

Tabriztchi, Djaffer.—Sarayi Mehdi, Tabriz, and at Tehran. II–5.

Liechtenstein

Uebersee Trust.—Vaduz. II–5.

Portugal and Possessions

Portugal

Back, Paul.—Avenida Palace Hotel, Lisbon. II–5.
Blohm, Carl Werner.—Rua Ives I, Alges, Lisbon. II–5.
Classen, Wilhelm G.—Avenida Palace Hotel, Lisbon. II–5.
Comercio Ibero-Ultramar Ltda.—Rua Eugenio dos Santos 25–31, Lisbon. II–5.
Craveiro Jnr., Jose.—Tortozendo. II–5.
Dias, Manuel.—Oporto. II–5.
Empresa de Fiacao e Tecidos de Benfica.—Ave. Barjona de Freitas 7, Lisbon. II–5.
Empresa Mineira Viriato Ltda.—Praca dos Restauradores 13, Lisbon. II–5.
Fritzsche, Volkmar.—Rua Rosa Damasceno, and Rua do Comercio 8, Lisbon. II–5.
Grimm, Hans.—Rua de Montepio Geral 30, Lisbon. II–5.
Herold, Henrique Jerosch.—Rua da Vitoria 53, Lisbon. II–5.
Jacob, Karl Heinrich.—Rua do Comercio 8, and Rua Heliodoro Salgado 11, Lisbon. II–5.
Jerosch Herold, Heinrich.—Rua da Vitoria 53, Lisbon. II–5.
Mallet, Claude George Coventry.—Vila Marie Christine, Praia da Roche, and Quinta do Serpa Vilalonga, Povoa de Santa Iria. II–5.
"Mariposa, Alfarataria" — Jose Dos Santos Jnr.—Rua dos Fanqueiros 87–91, and Ave. Barbosa dos Bocage 21, Lisbon. II–5.
Martenson, Colonel Bertel.—Lisbon. II–5.
Mediterranea de Permutas Ltda.—Ave. Antonio Augusta d'Aguiar 138, Lisbon. II–5.
Mineira Lisbonense S. A. R. L.—Rua do Comercio 8, Lisbon. II–5.
Ratfisch, Werner.—Chalet Boby, St. Joao do Estoril, Nr. Lisbon, and Rua do Comercio 8, Lisbon. II–5.
Rezende, Jorge Gomes de.—Rua Elisio de Melo 28, Oporto. II–5.
Rodrigues, Joao Gomes.—Rua Betesga 57, and Rua do Comercio 8, Lisbon. II–5.
Rosa, Jose.—Olhao. II–5.
Ryck, Clemens.—Rua da Guine 8, Lisbon. II–5.
Targioni, Eduardo.—Avenida Palace Hotel, Lisbon. II–5.
Tarvares, Manoel Rodrigues.—Rua 31 de Janeiro, Guarda. II–5.
Teutonia Ltda.—Ave. Ressano Garcia 21, Lisbon. II–5.
Viana, Luiz.—Rua Dr. Jose Ventura 133, Matozinhos, Oporto. II–5.
Warncke de Vasconcelos, Goncalo.—Ave. Ressano Garcia 21, Lisbon. II–5.
Wollmer, Theodor.—Rua Luciano Cordeiro 77, and Rua do Comercio 8, Lisbon. II–5.
Wuthenow, Ernst.—Lisbon. II–5.

Mozambique

Moura, A. Ribeiro de Castro e.—Rua Gouveia 8 and 10, Caixa Postal 1037, Lourenço, Marques. II–5.
Requadt, Herbert.—Chanculo nr. Lourenço Marques. II–5.

Portuguese Guinea

Elawar & Co. Mahmud.—Bafata, Bissau, and all branches in Portuguese Guinea. II–5.
Jabre, Hussein.—Bolama. II–5.
Souleiman, Alatrach.—Bafata, Bissau, and all branches in Portuguese Guinea. II–5.
Souleiman & Co., Aly.—Bafata, Bissau, and all branches in Portuguese Guinea. II–5.

Spain

Boggio Marzet, Anselmo.—Gijon. II–5.
Bozung, Pedro.—Calle Provenza 197, Barcelona. II–5.
Brana y Boggio.—Gijon. II–5.
Caja de Prevision y Socorro.—Rambla Cataluna 19–21, Barcelona. II–5.
Calvet, Juan.—Ave. Jose Antonio 31, Madrid. II–5.
Cilus-Commercial Ibero-Lusitana.—Ave. Jose Antonio 49, Madrid. II–5.
Classen, Wilhelm G.—Madrid. II–5.
Comercial Ibero-Lusitana (Cilus).—Ave. Jose Antonio 49, Madrid. II–5.
Coto, Jose.—Ave. Queipo de Llano 44, Seville. II–5.
Coto Lafuente y Cia.—Ave. Queipo de Llano 44, Seville. II–5.
Crosigani, Renato.—Calle de Angli 8, Barcelona. II–5.
De Filipo, C.—Rambla Cataluna 95, Barcelona. II–5.
Defries, S. A. E.—Ave. Jose Antonio 547, Barcelona, and all branches in Spain. II–5.
Deposito Dental Paradentum.—Calle Jose Antonio 59, Vigo. II–5.
Endres & Bozung.—Calle Provenza 197, Barcelona, and at Elda, Alicante. II–5.
Endres, Jacobo.—Calle Provenza 197, Barcelona. II–5.
Europa Comercial Espanola S. A.—Reina 33, Madrid. II–5.
Frommer, Geza.—Palace Hotel, Madrid. II–5.
"Infarma"-Laboratorio de Industrias Farmaceuticas S. L.—Calle Entenza 65, Barcelona. II–5.
Jaenicke, Alexander.—Covadonga 24, Gijon. II–5.
Kromschroeder, S. A.—Calle Industria 278, Barcelona. II–5.
La Anonima de Accidentes.—Rambla Cataluna 19–21 Barcelona. II–5.
Laboratorio de Industrias Farmaceuticas S. L. ("Infarma").—Calle Entenza 65, Barcelona. II–5.
Lafuent Garcia, Luis.—Ave. Queipo de Llano 44, Seville. II–5.
Leonori, Marcelo.—Diagonal 435, Barcelona. II–5.
Manufacturas Espanolas de Vidrio Al Soplete S. A.—Badalona. II–5.
Palazzolo, Domenico.—Ave. de Molo, Laredo, Santander, and all branches in Spain. II–5.
Pares y Cia. S. en C.—Ave. Marques Argentine 15, Barcelona, and all branches in Spain. II–5.
Pimentel, Francisco.—Calle Carreteria 139, and Pasillo de Santo Domingo 28, Malaga. II–5.
Plass, Hermann.—Calle Escuelas Pias 1, Barcelona. II–5.
Schumacher, Jose.—Rambla Cataluna 66, Barcelona. II–5.
Struth, Pablo.—Calle Balmes 60, Barcelona. II–5.
Targioni, Eduardo.—Palace Hotel, and Reina 33, Madrid, and at Barcelona. II–5.
Technofarma S. A.—Ave. Generalisimo 309, Barcelona. II–5.
Wuthenow, Ernst.—Madrid. II–5.

Sweden

Axelsson & Co., Torsten.—Kungsgatan 12, Stockholm. II–5.
Axelsson, Gussich & Co.—Majorsgatan 12, Stockholm. II–5.

Switzerland

Brandenberger Sohne, Carl.—Limmatplatz 7, Zürich. II–5.
Bucher A. G., Haus der.—Baeumleingasse 18, Basel. II–5.
"Cipa" D'Importation de Produits Alimentaires Cie. et Agricoles S. A.—Rue de la Cite 22, and Rue de la Corraterie 14, Geneva. II–5.
Columeta A. G.—Steinenring 51, Basel. II–5.
Cotonniere du Tonkin, Soc.—Rue Ph. Plantamour 16, Geneva. II–5.
Curti, Figli di Virginio.—Taverne-Torricelli (Tessin). II–5.
D'Importation de Produits Alimentaires Cie. et Agricoles. "Cipa" S. A.—Rue

de la Cite 22, and Rue de la Corraterie 14, Geneva. II–5.

DeLorme, Leon Luis.—Rue de la Cite 22, Geneva. II–5.

Kugellagerfabrik Arbon A. G.—Arbon. II–5.

Kuhner, Heinrich.—Basel. II–5.

Luebbert, Gunther.—Apartmenthaus St. Jakob, St. Jakobstr. 39, Zürich. II–5.

Meiss, Gio., Corr Milano Succursale di Chiasso.—Chiasso. II–5.

Moor, Dr. Hans.—Steinenvorstadt 25, Basel. II–5.

Mueller, Friedrich.—Rosentalstr. 71, Basel. II–5.

Mutter, Albert (Loerrach, Filiale Basel).—Rosentalstr. 71, Basel. II–5.

Ritschard, H. et Cie.—Place Cornavin 18, Geneva. II–5.

Schweizerischer Verband Creditreform.—Walchestr. 21, Zürich, and all branches in Switzerland. II–5.

Union Suisse Compagnie Generale D'Assurances.—Rue de Rive 1, Geneva. II–5.

Zimmermann, N. J.—Basel. II–5.

Turkey

Kocman, Sitki Muhendis.—Hamidiye Turbe Sokak, Ugurlu Han 3, Istanbul. II–5.

Kocman, Sitki, ve Ortaklari Turk Ltd.—Hamidiye Turbe Sokak, Ugurlu Han 3, Istanbul. II–5.

Mecdi, Eren.—Hamidiye Turbe Sokak, Ugurlu Han 3, Instanbul. II–5.

Pekyar (Pekiar), Ylyas.—Nazli Han 10, Galata, Istanbul. II–5.

Reggio, Christian.—Londra Hotel, Tepebasi, Istanbul. II–5.

AMENDMENTS

Spain

Relative to Turci, Captain Edmondo, for Ritz Hotel, Madrid, substitute Madrid.

Sweden

Relative to Wettergren, Ake (Nordiska Travaruagenturen), for Kungstradgardsgatan 20, substitute Regeringsgatan 22.

Switzerland

Relative to Werkzeug-Union G. m. b. H., for Zürich, substitute Mythenstr. 1, Zürich.

DELETIONS

Portugal

Fabrica de Curtumes da Povoa–Cia. Nacional Mercantil.—Rua de Santo Ildefonso 41–45, and Travessa da Povoa 390, Oporto, and all branches in Portugal.

Nacional Mercantil Cia. (Fabrica de Curtumes da Povoa).—Rua de Santo Ildefonso 41–45, and Travessa da Povoa 390, Oporto, and all branches in Portugal.

Pereira, Manoel Cardoso.—Rua de Santo Ildefonso 41–45, Oporto.

Spain

Ordonez y Cia., Rafael.—Falda de Ulia, San Sebastian.

Switzerland

Weiss & Co., Walther.—Freistr. 16, P. O. Box 1, 817, Basel.

Turkey

Cololyan, Kerope.—Antreposu 4 Cu Kat 15, Sirkeci, Istanbul.

Ohanyan, Margyros.—Mahmudpasa, Kurkcu Han 1 and 5, Istanbul.

Ohanyan, Mihran M.—Mahmudpasa, Kurkcu Han 1 and 5, Istanbul.

Ohanyan, Mihran M. "Beyaz Tilki".—Kurk Ticarethanesi, Istiklal Cad. 395, Beyoglu, Istanbul.

[F. R. Doc. 42–7469; Filed, August 1, 1942; 12:04 p. m.]

TITLE 24—HOUSING CREDIT

Chapter IV—Home Owners' Loan Corporation

[Bulletin No. 91]

PART 403—PROPERTY MANAGEMENT DIVISION

PROPERTY COMMITTEE FUNCTIONS

Section 03.02 (c)[1] is amended to read as follows:

§ 403.02 (c) *Property Committee functions.* * * *

To review and render decisions in all cases where the amount to be authorized for reconditioning, repairs or purchases of equipment and supplies exceeds the limitations on the authority of the Regional Manager as prescribed by § 403.14.

Section 403.14 is amended by the insertion of a new paragraph immediately following the third paragraph thereof, reading as follows:

Authority as to extras. When subsequent to the award of a reconditioning contract the need for unforeseen items or extras arises during the progress of the work, the Regional Manager may authorize such items or extras provided that the cost thereof shall not exceed $100 in those cases where the amount originally authorized for the job was $500 or less and provided that the cost of such items or extras shall not exceed $200 in those cases where the amount originally authorized for the job exceeded $500. The authority granted by this paragraph shall be in addition to the authority otherwise granted to the Regional Manager.

Effective August 1, 1942.

(Secs. 4 (a), 4 (k), 48 Stat. 129, 132, as amended by section 13, 48 Stat. 647; 12 U.S.C. 1463 (a), (k), E.O. 9070, 7 F.R. 1529.)

[SEAL] J. FRANCIS MOORE, *Secretary.*

[F. R. Doc. 42–7454; Filed, August 1, 1942; 9:43 a. m.]

[1] 6 F.R. 3941.

TITLE 30—MINERAL RESOURCES

Chapter II—Geological Survey

PART 251—ADMINISTRATION OF GOVERNMENT-OWNED PATENT RIGHTS REGARDING A METHOD AND MEANS FOR EXTINGUISHING MAGNESIUM INCENDIARY BOMBS

Sec.

AUTHORITY: §§ 251.1 to 251.16, inclusive, issued under R.S. 161, 22 Stat. 625; 5 U.S.C. 22; 35 U.S.C. 45.

See 31 Op. Atty. Gen. 463, 466; 38 Op. Atty. Gen. 534, 536.

§ 251.1 *Scope and purpose of the regulations in this part.* In order to protect the public interest and to prevent any undesirable exploitation of the method and means of extinguishing magnesium-containing bombs covered by an application for United States Letters Patent, rights to which have been acquired by the United States Government, as represented for that purpose by the Secretary of the Interior, by assignment duly executed and recorded, it is the policy of the Department of the Interior to make said method and means available by license to any commercial concern or individual qualifying under and complying with the regulations in this part.

§ 251.2 *Preliminary considerations to the issuance of licenses.* As it will be necessary, to enable prompt disposition of applications for licenses, to rely largely on the representations made by the applicants, the application papers must be sworn to (or affirmed) before a notary public or other officer authorized to administer oaths. Great care should be taken to insure that every statement and representation made in the papers is exactly true, since any material false representation or statement in the application papers may not only warrant revocation of the license subsequent to its issuance but, if issued in reliance thereon, may also subject the applicant to criminal liability if perjurous.

(a) *Style of application.* The application papers should be addressed to the Secretary of the Interior, Washington, D. C., in duplicate, and should commence in the form:

Application for License Under Patent No. ------ (Magnesium Incendiary Bomb Extinguisher)

The undersigned hereby applies for issuance to ---------- (here write the name of the individual or corporation desiring the license) of a nonexclusive, nontransferable license under such terms and conditions as are prescribed by the Secretary of the Interior for the granting of such license in the public interest, and for the purpose of inducing the issuance of such license makes the following representations to the Secretary of the Interior:

(b) *Substantive information contained in application.* The application should disclose in numbered paragraphs the following information:

(1) The name and business address of the applicant. If the applicant is an individual, a statement as to whether he is a citizen of the United States; if the applicant is a corporation, a statement as to whether a majority of its stockholders are citizens of the United States.

(2) The nature of the applicant's profession or business.

(3) References to reputable banks or other institutions through which statements may be verified as to the applicant's professional or business reputation and standing, together with a competent financial statement.

(4) The applicant's contemplated field of operations, with an adequate description of the geographic area in which it is proposed to distribute or market magnesium bomb extinguisher material subject to the regulations in this part.

(5) The type of material of which the applicant proposes to make magnesium bomb extinguishers subject to licensing under the regulations in this part for distribution or marketing, together with an unground sample, weighing not less than one pound, that is representative of the material which is to constitute the magnesium bomb extinguisher proposed for distribution or marketing.

(6) If other than the applicant, the name and address of the association, partnership, person, corporation, or other business entity that will supply the applicant the material which is to comprise the magnesium bomb extinguisher, together with an adequate geographic description of the location of the source of said material: *Provided,* That if the applicant owns the source of the material, that fact must be so stated, with an adequate geographic description of its location.

(7) The manner in which the applicant proposes to distribute or market the magnesium bomb extinguisher, whether wholesale (specify in bulk or otherwise) or retail as an individual home unit, or both, or in any other manner as shown in the application: *Provided,* That if said extinguisher is intended for distribution or marketing in individual home units, a satisfactory description or sample of the container must be furnished.

(8) A sample of the label to be used on the magnesium bomb extinguisher container in distributing or marketing the said extinguisher, which shall be subject to the limitations and restrictions of, and be in conformity with the regulations in this part.

(9) The trade-mark or name proposed to be used in distributing or marketing said extinguisher, with a statement whether such trade-mark or name is registered or unregistered; if registered, the registration number must be supplied with the application or, if registration is pending, as soon as registration has been effected.

(10) The price, at wholesale or retail, or both, for which the applicant proposes to market the extinguisher material licensed under the regulations in this part, disclosing the price for wholesale lots (specifying the quantity in bulk or, if in units, the number by consignment) or, if at retail, the price per individual home unit, and whether such price is delivered or f.o.b.: *Provided,* That the Secretary of the Interior may, in his discretion, reject any application proposing a price or prices deemed by him to be unwarranted: *Provided further,* That the granting of a license pursuant to these regulations shall not be construed as an approval of any price proposed in the applicant's showing and such price or prices shall be subject to any maximum price or prices established by the Price Administrator pursuant to the Emergency Price Control Act of 1942.

(11) An itemized statement, showing how the proposed price was arrived at, which shall include such factors as the cost of material, transportation, packaging, labor, delivery, overhead, and profit. This statement must be supported by written quotations on the cost of all items proposed to be used in marketing the material to be licensed. The Secretary of the Interior may require any additional information respecting costs, and to this end, if he deems it necessary, and after notice to the licensee, may instruct employees of the Department to enter the premises of the licensee and investigate the licensee's books and plant facilities. Any information so obtained may be submitted by the Secretary to the Office of Price Administration to be used by that office in determining prices which may be charged.

(12) Any other pertinent factors that the applicant deems will warrant the issuance of a license pursuant to the regulations in this part.

§ 251.3 *Materials subject to licensing as magnesium bomb extinguishers.* The materials subject to licensing under the regulations in this part as magnesium bomb extinguishers, and as defined in this section, shall consist of feldspar, and rocks composed largely of feldspar: *Provided,* That such rocks do not contain, upon examination, quantities of quartz, mica, or other inert or undesirable constituents deemed by the Geological Survey, United States Department of the Interior to render the material composing the extinguisher proposed for license unsuitable for the extinguishing of magnesium bombs. The restrictions on iron oxide content of the extinguisher material proposed for licensing, commonly imposed on feldspar intended for use in the ceramic industry, shall not be applicable under the regulations in this part.

§ 251.4 *Specifications of extinguishing materials subject to licensing.* Extinguishing materials consisting in excessive degree of matter that will not pass a 10-mesh, and be retained by a 200-mesh screen, or which will, for other good and sufficient reasons, be deemed unsatisfactory upon examination thereof by the Geological Survey, United States Department of the Interior, shall not be licensed for distribution or marketing under the regulations in this part, unless it can be demonstrated by actual test that the material proposed is capable of extinguishing molten magnesium within one minute after its application to the burning metal.

§ 251.5 *Containers.* Where it is proposed to distribute or market the material subject to license in individual home units, it may be packaged in a pail made of fiber or other nonmetal; a bag or sack made of paper, paper-lined burlap, or paper-lined cloth; or a tube made of cardboard or fiber. The packaging must be of sufficiently stable material to withstand moderately rough handling when filled with the licensed extinguishing material and must have a capacity when filled of not less than thirty-five pounds of approved material.

§ 251.6 *Labels.* Labels used on extinguishers must not include any misleading matter or extravagant claims; must state the name and address of the distributor or marketer; must state in large and readily discernible type that the extinguisher material is feldspar, or feldspar-containing rocks, as the case may be; must state the weight of the extinguisher material in the container; and, if uniform standards can be maintained, may carry the following notation, "The contents of this container are composed of not less than ------ percent vitrescible material"; and, in addition to the foregoing, must contain in easily legible type the following instructions for applying the contents of the container in order to insure the effective extinguishment of ignited magnesium incendiary bombs:

INSTRUCTIONS

Do not approach the bomb until the violent sputtering has ceased (about one minute after the bomb lands). Gently shovel or pour the entire contents of the package (35 lbs.) over the burning magnesium. Do not uncover for at least ten minutes. This material is abrasive and should not be used around machinery.

§ 251.7 *Advertising.* All advertising matter including, but not limited to, matter which is intended for publication in newspapers, magazines, journals, or as posters, which describes the extinguisher or seeks to induce purchases thereof, or both, must be submitted in advance of publication for approval or disapproval by the Director of the Geological Survey, with a statement disclosing the name and address of the newspaper, magazine, journal, or other publication in which said matter is to be published and the date fixed for publication.

§ 251.8 *Licenses to be granted royalty free.* Licenses under the regulations in

this part will be granted royalty free to qualified licensees, but the license shall be subject to stringent provisions which will be strictly enforced, and shall be subject to an indemnification bond as described in § 251.12 to insure compliance with the terms of said license.

§ 251.9 *Form of license.* If the applicant shall meet all the requirements of the regulations in this part, a license substantially in the form set forth in the appendix to the regulations in this part will be granted: *Provided,* That this form may be modified, in the discretion of the Secretary, as circumstances in each case may warrant.

§ 251.10 *Licenses to be nonexclusive and nontransferable.* Every license granted pursuant to these regulations shall be nonexclusive and nontransferable, and shall so provide in express terms.

§ 251.11 *Licenses to be revocable.* Every license granted pursuant to the regulations in this part shall be revocable, after notice and a reasonable opportunity to the licensee to present his views, upon a violation of any of its provisions, or upon a finding by the Secretary of the Interior that any of the provisions of the regulations in this part or subsequent amendments and modifications thereof or supplements thereto have been violated, or that the licensee has indulged in practices that are deemed to be inimical to the public interest: *Provided,* That at the licensee's request such license may be terminated and the bond required pursuant to § 251.12 may be discharged if the licensee shall have complied with the terms of the license and with the regulations in this part.

§ 251.12 *Bond requirements.* Prior to the issuance of a license under the regulations in this part, the applicant must furnish a general license bond in the sum of not less than One Thousand Dollars ($1,000) conditioned upon compliance with all license terms and with the regulations in this part. Such bonds in every instance shall be either corporate-surety bonds or individual bonds accompanied, in the latter instance, by a deposit of negotiable Federal securities in a sum equal at their par value to the amount of the bond and by a proper conveyance to the Secretary of full authority to sell such securities in case of a violation of any of the provisions of the license or of the regulations in this part. Approved bond forms are set out in the appendix to the regulations in this part.

§ 251.13 *Licensees will not be defended by the United States.* The United States will not undertake to defend any licensee holding a license granted pursuant to the regulations in this part against any suit that may be brought against such licensee for the infringement of any other patent or because of any operations such licensee may conduct under the license, nor to indemnify or hold harmless against any recovery of damages, costs, penalties, or other accounting resulting from such suit.

§ 251.14 *Quarterly reports.* Quarterly reports of operations under the license shall be submitted to the Secretary of the Interior not later than January 15, April 15, July 15, and October 15, of each year. These reports must show the amount or number of units of extinguisher material distributed or marketed and the principal places of such distribution or marketing; the returns received on sales; the gross and net profits realized therefrom; the efforts made to cooperate with civilian defense organizations in a constructive manner for the protection of the general public; and any other matters deemed pertinent. A ground sample representative of the product marketed during the period covered by the report should also be furnished.

§ 251.15 *Infringement of Government-controlled patent or patents.* The Secretary of the Interior reserves the right to take appropriate steps to prosecute or enjoin any infringement of the patent or patents controlled by the Government as described in § 251.1 upon notice that such patent or patents are being infringed.

§ 251.16 *Enforcement.* Full advantage will be taken of the cooperation of the various political subdivisions of State, county, and local governments, and of concerns or individuals (including licensees under the regulations in this part) in reporting to the Secretary of the Interior violations of the regulations in this part or such failure to comply with the terms of licenses granted hereunder as may be regarded as grounds for the revocation thereof.

Recommended for approval: June 27, 1942.

W. C. MENDENHALL,
Director of the Geological Survey.

Approved July 16, 1942.

[SEAL] HAROLD L. ICKES,
Secretary of the Interior.

License No. —.

APPENDIX A

License Agreement Between The Department of the Interior and _____

I. PARTIES

This license agreement by and between the United States Department of the Interior, acting through the _____ Secretary of the Interior, hereinafter referred to as the "Licensor", and _____, hereinafter referred to as the "Licensee",

Witnesseth that:

II. RECITALS

Whereas the Licensor has, for the period of the continuation of hostilities in the present wars and six months thereafter, the full and entire right, title and interest in and throughout the United States of America and its territories, possessions and protectorates in and to an invention for a method and manufacture employing vitrescible extinguisher materials for extinguishing magnesium incendiary bombs, (said invention being described and claimed in an application for Letters Patent filed by Joseph J. Fahey, Michael Fleischer, and William W. Rubey on May 2, 1942, Serial No. 441,539), together with the right to grant licenses thereunder for the aforesaid period;

Whereas it is the policy of the Licensor to encourage arrangements which are deemed to be in the public interest and which will make said method and manufacture available to the general public, at reasonable prices, and with due regard to the maintenance of the quality of the extinguisher materials employed and the prevention of extravagant and misleading advertising with respect thereto;

Whereas the Licensee is desirous of securing a limited license under patent rights held by the Licensor in order to distribute and market said method and manufacture for use by the ultimate consumer, and has been found qualified under the regulations governing the granting of such licenses; and

Whereas it has been determined by the Licensor that the granting of a license to the Licensee under the terms and conditions hereinafter provided will further a public interest:

Now, therefore, in consideration of the covenants hereinafter provided and agreed to be observed and respected by the Licensee, the Licensor, by these presents, agrees to grant, grants, and gives to the Licensee, a nonexclusive, revocable, and nontransferable license under Licensor's patent rights as hereinafter defined to make, distribute, and market, for use by the ultimate consumer, a method and manufacture for extinguishing ignited magnesium incendiary bombs employing vitrescible extinguisher materials under and subject to the following express terms and conditions:

III. DEFINITIONS

Whenever used in this agreement, the following terms shall have the following meanings respectively:

(a) The term "vitrescible extinguisher materials" shall mean comminuted noncombustible inorganic vitrescible materials including, but not limited to, feldspar and rocks largely composed of feldspar.

(b) The term "patent rights" shall mean all such, but only such claims of patents of the United States, and transferable rights thereunder, as cover a method and manufacture employing vitrescible extinguisher materials in extinguishing ignited magnesium incendiary bombs and are based upon inventions made prior to the expiration of this agreement including, but not limited to, the invention described and claimed in the aforesaid application Serial No. 441,539 and any Letters Patent that may issue on the said application or any divisions, extensions, continuations, or renewals thereof. The patent rights of the Licensor shall mean those patent rights as defined in the preceding sentence of which the Licensor now has, or shall have prior to the expiration of this agreement, the ownership or control in the sense of having the power to dispose of them or grant licenses thereunder, insofar as Licensor is not bound to account to others for so doing.

IV. COVENANTS

1. The Licensee agrees to abide by and conform to the regulations attached hereto and by reference made a part hereof, and any and all subsequent amendments and modifications thereof or supplements thereto of which Licensee shall have actual notice by service or constructive notice by publication in the FEDERAL REGISTER.

2. It is understood and agreed by and between the Licensor and Licensee that Licensee, if not a direct retail marketer, shall sell or dispose of the vitrescible extinguisher materials and method of use thereof licensed under Licensor's patent rights at reasonable prices, and, within limitations of production capacity, to all reputable jobbers, wholesalers, or retailers who seek to purchase such materials from Licensee: *Provided,* That Licensee, if not a direct retail marketer, shall provide in express terms in all agreements, contracts, or other arrangements made with jobbers, wholesalers, or retailers that such

agreements, contracts, or other arrangements are subject to cancelation upon a determination by the Licensee (to be reported promptly to the Licensor) or by the Licensor of the existence of any combination of such jobbers, wholesalers, and/or retailers resulting, or tending to result in monopolistic or unfair trade practices, and Licensee agrees upon such determination to cancel said agreements, contracts, or other arrangements. A failure to comply with these covenants shall be grounds for the revocation of this license.

3. The Licensor does not undertake to defend the Licensee hereunder against any suit that may be brought against said Licensee for the infringement of any other patent or because of any operations said Licensee may conduct under this license, nor to indemnify or hold harmless against any recovery of damages, costs, penalties, or other accounting resulting from such suit; nor does the Licensor undertake to defend any interest of the Licensee against competition by infringers, but the Licensor reserves complete discretion in determining whether or not to bring suit against any possible infringer and reserves complete discretion with respect to the prosecution of any suit if brought.

4. The Licensee agrees that this license shall not be construed as obligating the United States or any of its officers or employees in any manner whatsoever by virtue of the granting of this license, either during or after the termination thereof, and the Licensee hereby expressly waives any and all claim or claims against the United States and its officers and employees, of any manner whatsoever, including any losses which may accrue to the Licensee by virtue of the continuance or discontinuance of his business (in whole or in part) resulting from this license, or from its automatic or discretionary termination.

5. The Licensee agrees that this license shall not be construed as, or be represented to be, a governmental approval of any particular articles of manufacture or trade. The making of any such representation may be deemed by the Licensor to be a sufficient cause for revocation of the license.

6. It is agreed by the Licensee that this instrument is an ordinary patent license, and shall not be construed as in any manner curtailing the rights and powers of the Federal Government under general laws of the United States, administered by any of its departments, independent establishments, and corporate or other agencies (for example, the Federal Trade Commission) in the event occasion should arise for the exercise of said rights and powers.

7. The containers of the extinguishing materials licensed hereunder, of whatever nature, or the labels thereon shall bear a patent notice, as follows:

"Licensed under Patent No. ———, for sale as a magnesium bomb extinguisher and for use for such purpose subject to applicable Federal, State, and local laws.";

or such other patent notice as Licensor shall from time to time in a written notice to Licensee direct. Such containers and labels shall also meet the requirements with respect to containers and labels set forth in sections 251.5 and 251.6, respectively, of the regulations attached hereto.

8. Inasmuch as damages for a violation of this license agreement would be difficult or impracticable of precise ascertainment, and in order to insure partial compensation of the public for damages resulting to morale, agreed hereunder to be inimical to the public interest whenever caused by a breach of faith under this instrument, the Licensee agrees upon execution and submission of said instrument, and prior to its execution by the Licensor and return of the original thereof to the Licensee, to furnish a general license bond in the sum of not less than One Thousand Dollars ($1,000), conditioned upon compliance with all the terms of this license and the regulations attached hereto in a form as prescribed by said regulations.

9. This license agreement, unless sooner terminated by the Licensor, as provided in section 251.11 of the regulations attached hereto and in said license agreement, shall terminate six months after the expiration of the present wars.

Executed this _____ day of _____, 1942.

UNITED STATES DEPARTMENT OF THE INTERIOR, LICENSOR,

[SEAL] By _____
Secretary of the Interior.

_____
Licensee.

By _____

On this _____ day of _____, 1942, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as Licensee thereunder as his own free act and deed.[1]

[SEAL] _____
Notary Public.

APPENDIX B

Bonds required under the regulations governing the administration of Government-owned patent rights regarding a method and means for extinguishing magnesium incendiary bombs should be in substantially the following form:

LICENSE BOND

Know all men by these presents, that we, _____, of the county of _____, in the State of _____, as Principal, and _____ of the county of _____, in the State of _____, as Surety, are held and firmly bound unto the United States of America in the sum of one thousand dollars ($1,000), lawful money of the United States, for the use and benefit of the United States, to be paid to the United States, for which payment, well and truly to be made, we bind ourselves, and each of us, and each of our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

Signed with our hands and sealed with our seals this _____ day of _____, in the year of our Lord one thousand nine hundred and _____.

The condition of this obligation is such that, _____

Whereas the said Principal, by an instrument dated _____, has been granted a nonexclusive, nontransferable, and revocable license to distribute and/or market a vitrescible magnesium bomb extinguisher for use in the extinguishment of magnesium incendiary bombs; and

Whereas the said Principal has by such license entered into certain covenants and agreements set forth therein, under which said extinguisher is to be distributed and/or marketed:

Now, therefore if said Principal shall faithfully comply with all the provisions of the above-described license, then the above obligation is to be void and of no effect, otherwise to remain in full force and virtue.

Signed, sealed, and delivered in presence of

_____ (L. S.)
Principal.

_____ (L. S.)
Surety.

Where United States bonds are submitted in lieu of surety, the form of bond used should be substantially as follows:

[1] If the license is executed by an officer acting in behalf of a corporation or other business entity, appropriate modification in the form of acknowledgment should be made.

BOND

Know all men by these presents, That _____, of the county of _____, in the State of _____, hereinafter called the Obligor, is held and firmly bound unto the United States of America, hereinafter called the Obligee, in the sum of one thousand dollars ($1,000), lawful money of the United States, to be paid to the United States, for the payment of which sum well and truly to be made, he binds himself and his heirs, executors, administrators, successors, and assigns firmly by these presents.

The condition of this obligation is such, that * * * * *

Whereas, the said Obligor, by an instrument dated _____, has been granted a nonexclusive, nontransferable, and revocable license to distribute and/or to market a vitrescible magnesium bomb extinguisher for use in the extinguishment of magnesium incendiary bombs; and

Whereas, the said Obligor has by such license entered into certain covenants and agreements set forth therein, under which said extinguisher is to be distributed and/or marketed:

Now, therefore, if said Obligor shall faithfully comply with all the provisions of the above-described license, then the above obligation is to be void and of no effect, otherwise to remain in full force and virtue.

The above-bounden Obligor, in order more fully to secure the Obligee in the payment of the aforesaid sum, hereby pledges as security therefor bonds of the United States of a par value equal to said sum, which said bonds are numbered serially and are in the denominations and amounts and are otherwise more particularly described as follows:

_____

_____

Bonds of $_____, bearing _____ percent interest, with _____ coupons attached to each, numbered _____, which said bonds have this day been deposited with the Secretary of the Interior and his receipt taken therefor.

The said Obligor does hereby constitute and appoint the Secretary of the Interior as his attorney, for him and in his name to collect or to sell, assign, and transfer the said United States bonds above described and deposited by the Obligor as aforesaid, pursuant to authority conferred by section 1126 of the Act of February 26, 1926 (44 Stat. 122; 6 U.S.C. 15), as security for the faithful performance of any and all of the conditions or stipulations as hereinbefore set out, and it is agreed that, in case of any default in the performance of the conditions and stipulations of such undertaking, the said attorney shall have full power to collect said bonds or any part thereof without notice, at public or private sale, free from any equity of redemption or without appraisement or valuation, notice and right to redeem being waived, and to apply proceeds of such sale or collection to the full amount of the bond to the satisfaction of any damages, or deficiency arising by reason of such default, as said attorney may deem best. The interest accruing upon said United States bonds deposited as above stated, in the absence of any default in the performance of any of the conditions or stipulations of this undertaking, shall be paid to said Obligor. The said Obligor hereby for himself, his heirs, executors, administrators, successors, and assigns ratifies and confirms whatever his said attorney shall do by virtue of these presents.

In witness whereof I have hereunto set my hand and seal this _____ day of _____, 19__.

_____ (L. S.)

Before me, the undersigned, a Notary Public within and for the county of _____, in the State of _____, personally appeared _____ and duly ac-

knowledged the execution of the foregoing bond and power-of-attorney.

Witness my hand and notarial seal this ------ day of ----------, 19--.

[Notarial Seal] ----------
Notary Public

[F. R. Doc. 42-7524; Filed, August 3, 1942; 11:31 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

Subchapter B—Director General for Operations

PART 1051—JUTE AND JUTE PRODUCTS

[Conservation Order M-70, as Amended July 31, 1942]

Section 1051.1, *General Conservation Order M-70*, is hereby amended to read as follows:

§ 1051.1 *General Conservation Order M-70*—(a) *Applicability of priorities regulation.* This order and all transactions affected thereby are subject to all applicable provisions of the priorities regulations of the War Production Board, as amended from time to time.

(b) *Definitions.* For the purpose of this order:

(1) "Raw jute" means unprocessed jute, including butts, meshta, urena lobata (commonly called congo jute).

(2) "Jute product" means any product processed from raw jute, either alone or in combination with other material, including but not limited to yarn, roving, twine, scrime, webbing, brattice cloth, linoleum burlap, burlap other than of the Hessian cloth type, sacking, interlinings, and new or rewoven bale covering containing raw jute for covering raw cotton, but the term shall not include burlap of the Hessian cloth type as defined in Conservation Order M-47, as amended, or sugar sacking for sugar areas in the Western Hemisphere.

(3) "Domestic jute products" means any jute product processed in the United States.

(4) "Imported jute product" means any jute product imported into the United States in the processed form.

(5) "Scrim" means a woven jute fabric composed of single jute yarns, not exceeding 10 threads per inch, counting the warp and filling, and weighing not more than 3.6 ounces per yard, forty inches in width.

(6) "Webbing" means a woven jute fabric, with fast edges, not exceeding 12 inches in width.

(7) "Burlap other than of the Hessian cloth type" means a woven jute fabric weighing not less than 3.6 nor more than 6 ounces per yard, forty inches in width.

(8) "Processor" means any person who processes or who puts into process raw jute in the United States by performing any operation up to or through the manufacture of roving or yarn, and the term shall not include any person in his manufacturing capacity beyond the production of roving or yarn.

(9) "Put into process" means the removal of raw jute from the bale and the placing thereof upon processing machines.

(10) "Import" means to transport in any manner into the United States from any foreign country, and for purposes of this order, jute or jute products shall be deemed imported into the United States from the time it is released from the bonded custody of the United States Bureau of Customs.

(11) "Dealer" means any person who purchases jute or jute products for resale but does not include a retail store.

(12) "Place of initial storage" means any warehouse, yard, ground storage or other place to which the person making the entry or withdrawal from custody of the United States Bureau of Customs of jute or jute products imported after September 1, 1942, directs or has directed that such jute or jute products be transported from the port of entry to be held until disposed of pursuant to the provisions of this order applicable to such jute or jute products.

(c) *Restrictions on deliveries of raw jute.* (1) No person shall make or accept delivery of raw jute imported after September 1, 1942, except that deliveries of raw jute may be made without further specific authorization:

(i) By and to Defense Supplies Corporation or to any person acting for or on behalf of the Defense Supplies Corporation; or

(ii) By importers to processors where such raw jute has been rejected by Defense Supplies Corporation as unfit for its uses; or

(iii) To the place of initial storage.

Application to make any new contract or other arrangements for the importation of raw jute after August 10, 1942 shall be made to the War Production Board on form PD 222C. Application to make or to accept delivery of any raw jute so imported after July 31, 1942, other than as specifically authorized in this paragraph (c) (1) shall be made to the of proposed disposition on Form PD 222A.

(2) No raw jute shall hereafter be imported into the United States, continental or otherwise, unless the person making the entry or withdrawal shall file with the entry or withdrawal a statement of proposed disposition on Form PD 222A. Such statement shall be filed in duplicate; both copies shall be transmitted by the Collector of Customs to the War Production Board, Ref: M-63, Washington, D. C.

(d) *Restrictions on processing of raw jute.* No processor shall use or put into process any raw jute except for the manufacture of:

(1) Single or plied yarn or roving for use in, or as:

(i) Fuses.

(ii) Electric cable or electric appliances, whether such yarn or roving is treated or untreated.

(iii) Caulking or for braiding into packing material to fill defense orders.

(iv) New or rewoven bale covering for covering raw cotton: *Provided, however,* That no raw jute except butts shall be used in the manufacture of such roving or yarn.

(v) Jute centers for wire rope and wire cable to fill defense orders bearing a preference rating higher than A-2.

(vi) Twine and rope to fill defense orders or to fill orders for any department or agency of the United States Government for any purpose other than weaving, or to fill orders for agricultural purposes.

(vii) Twine and rope for purposes other than those specified in subparagraph (1) (vi) of this paragraph (d), but not for weaving, in an amount in pounds (based on raw jute fiber content) in any calendar month not in excess of 30% of his average monthly shipments during the calendar year 1941.

(viii) Webbing, in an amount in pounds (based on raw jute fiber content) in any calendar month not in excess of 25% of his average monthly shipments during the calendar year 1941.

(2) Single yarn or scrim for use in reinforced paper.

(3) Oakum or twisted jute packing rope to fill defense orders: *Provided, however,* That no raw jute except butts shall be used in the manufacture of such oakum or twisted jute packing rope.

(4) Carded jute or jute sliver for use in insulating material to fill orders bearing a preference rating higher than A-2: *Provided, however,* That no raw jute except butts shall be used in the manufacture of such carded jute or jute sliver.

(5) Carpet yarns to fill orders for carpets for the Army or Navy of the United States, or the United States Maritime Commission but only to the extent that the use of such yarns is specifically required by the specifications (including performance specifications) of the prime contract involved.

(6) Miscellaneous yarns, or other products not specifically elsewhere provided for, to fill orders placed by the Army or Navy of the United States, or the Maritime Commission, but only to the extent that the use of such yarns or other products is specifically required by the specifications (including performance specifications) of the prime contract involved.

No person shall put into process in any calendar month more raw jute than is necessary to meet his required deliveries of each such jute product and to maintain a practicable minimum working inventory. The term "practicable minimum working inventory" is to be strictly construed as meaning the minimum inventory which will permit of economical operation of plant and will depend, in each case, upon the practicability of changing a spinning system from the manufacture of one product to another. In no case shall the monthly limitations specified in subparagraphs (1) (vii) and (1) (viii) be exceeded.

(e) *Restrictions on disposition of domestic jute products.* No processor or dealer shall hereafter sell, purchase, deliver or accept delivery of any domestic jute product except for the purposes and within the limitations specified in paragraph (d).

(f) *Restrictions on disposition of imported jute products.* No processor or dealer shall sell, purchase, deliver or accept delivery of any imported jute product except the following products for the purposes specified below:

(1) Brattice cloth, treated or untreated, for use in mines.

(2) Bale covering, for covering raw cotton.

(3) Scrim, for the manufacture of reinforced paper to fill defense orders.

(4) Linoleum burlap for physical incorporation into products to fill orders for the Army or Navy of the United States, or the United States Maritime Commission, but only to the extent that the use of such linoleum burlap is specifically required by the terms of the prime contract involved; or to replace stocks of linoleum, within the limits permitted by § 944.14 of Priorities Regulation No. 1, which have been used for such purposes.

(5) Burlap other than of the Hessian cloth type for use in agricultural bags, or to fill orders bearing a preference rating higher than A-2.

(6) Webbing, in an amount in pounds (based on raw jute fiber content) in any calendar month not in excess of 25% of such person's average monthly shipments during the calendar year 1941.

Nothing in this paragraph (f) shall limit the right of any person to import any of the foregoing jute products into the United States.

(g) *Restrictions on use and acquisition of both domestic and imported jute products.* (1) No person, other than a processor or any department or agency of the United States Government or of the government of any other country designated pursuant to the provisions of the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-lease Act), shall acquire, receive, or accept delivery of, any imported or domestic jute product (other than twine or rope, webbing or bale covering) which will result in his having an inventory in excess of the inventory for any type of jute product needed for two months' operations determined as follows:

(i) In the case of single or plied yarn or roving to be used in the manufacture of fuses, electric cable, electrical appliances or caulking or braided packing material, single yarn or scrim for reinforced paper, oakum, carded jute or jute sliver for insulating materials, jute centers for wire ropes and wire cables, carpet yarns, miscellaneous yarns, brattice cloth, linoleum burlap, and burlap other than of the Hessian cloth type, an amount not in excess of twice the amount required to fill orders which at the beginning of any calendar month are scheduled to be delivered during such calendar month for the purposes specified in paragraphs (d) and (f) of this order.

(ii) In the case of single or plied yarn or roving to be used in the manufacture of webbing, an amount in pounds (based on raw jute fiber) not in excess of 50% of his average monthly use in the calendar year 1941.

(2) No person shall acquire or use in manufacturing any product in any calendar month, an amount of imported or domestic jute webbing (based on raw jute fiber content) in excess of 25% of his average monthly use during the calendar year 1941.

(3) No person shall acquire, receive, or accept delivery of, an amount of new or rewoven bale covering which will, in any twelve-month period ending September 15th, result in his obtaining an amount (including any inventory carried over from the preceding cotton crop year) in excess of the amount sold or used by him during the preceding cotton crop year.

(h) *Certificates.* (1) No person shall deliver any jute product (other than twine and rope or bale covering), to any purchaser or user (except any department or agency of the United States Government or of the government of any other country designated pursuant to the provisions of the Act of March 11, 1941, entitled "an Act to Promote the Defense of the United States" (Lend-lease Act)), and no such purchaser or user shall accept delivery of any such product unless such purchaser or user shall furnish a certificate, signed by a duly authorized person, in substantially the following form:

The undersigned hereby certifies to the vendor and the War Production Board that the undersigned is familiar with the terms of Conservation Order No. M-70, as amended July 31, 1942, and that the receipt of the jute products hereby ordered will not result in an inventory in excess of that specified in paragraph (f) of that order, and that the undersigned will not use or sell such jute products except for the purposes specified in paragraphs (d), (f) and (g) of that order. These jute products are to be used or to fill orders for:

(Here specify use, including rated orders)

Name of Purchaser

By ---
Authorized Person

(2) No person shall deliver any new or rewoven bale covering for covering raw cotton unless the purchaser shall furnish a certificate, signed by a duly authorized person, in substantially the following form:

The undersigned hereby certifies to the vendor and the War Production Board that the amount hereby ordered will not result in an inventory in excess of that used and sold by the undersigned in the preceding crop year, and in no event in excess of the amount needed for covering the cotton crop serviced by the undersigned in the current crop year, and that i re-selling any of the bale covering now on hand or received hereunder the undersigned will obtain from each vendee a similar certification.

Name of Purchaser

By ---
Authorized Person

(3) No processor or dealer shall deliver to a dealer (except any Department or Agency of the United States Government or of the government of any other country designated pursuant to the provisions of the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act)) and no such dealer shall accept delivery of twine or rope for agricultural purposes unless the purchaser shall furnish a certificate, signed by a duly authorized person, in substantially the following form:

The undersigned hereby certifies to the vendor and the War Production Board that the jute twine or rope hereby ordered will be sold only for agricultural or horticultural purposes on a farm, orchard, or ranch or for the shipment of agricultural or horticultural commodities from such farm, orchard, or ranch, and will not result in a supply exceeding that needed for the particular crop season based on actual plantings.

Name of Purchaser

By ---
Authorized Person

(4) Any processor or dealer who has unfilled orders for jute products, delivery whereof is permitted hereunder, and who has heretofore received the certificate with respect thereto as prescribed in this order prior to this amendment may deliver such product without securing the additional certificate prescribed in this paragraph.

(5) Certifications furnished pursuant to subparagraphs (1) to (4) of this paragraph (h) shall constitute a formal certification and representation to the War Production Board for the purpose of determining violations.

(i) *Reports.* (1) Every processor and every person importing, processing, owning or controlling any raw jute or jute product shall:

(i) File such monthly and other reports with the War Production Board as shall from time to time be required by the said Board.

(ii) Submit from time to time to an audit and inspection by representatives of the War Production Board concerning all records required to be kept by this order.

(j) *Communications to the War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall unless otherwise directed be addressed to: War Production Board, Textile, Clothing and Leather Branch, Washington, D. C., Reference: N-70.

(k) *Appeals.* Any person affected by this order who considers that compliance therewith would work an exceptional and unreasonable hardship upon him, or that it would result in a degree of unemployment which would be unreasonably disproportionate compared with the amount of jute conserved, or that compliance with this order would disrupt or impair a program of conversion from a non-defense to defense work, may appeal to the War Production Board on Form PB-319, Reference M-70, setting forth the pertinent facts and the reasons supporting his request for relief. The Director General for Operations may thereupon take such action as he deems appropriate.

(l) *Violations.* Any person who wilfully violates any provision of this order, or who by any act or omission falsifies records to be kept or information to be furnished pursuant to this order, may be prohibited from receiving further deliveries of any material subject to allocation, and such further action may be taken as is deemed appropriate, including a recommendation for prosecution under section 35(A) of the Criminal Code (18 U. S. C. 80).

(m) *Effective date.* This order shall take effect when issued, except that the provisions of paragraph (c) shall not

take effect until September 1, 1942, and until such time the provisions of paragraph (c) of Amendment No. 3 issued April 30, 1942 shall remain in effect and shall thereafter apply to all raw jute imported during the period such paragraph was in effect (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 31st day of July 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42-7440; Filed, July 31, 1942; 4:44 p. m.]

PART 933—COPPER

[General Preference Order M-9-a as amended August 1, 1942]

Section 933.2 *General Preference Order M-9-a*,[1] as amended January 7, February 6, and May 7, 1942, is hereby amended to read as follows:

§ 933.2 *General Preference Order M-9-a*—(a) *Definitions.* For the purpose of this order:

(1) "Copper" means copper metal which has been refined by any process of electrolysis or fire refining to a grade and in a form suitable for fabrication, such as cathodes, wire bars, ingot bars, ingots, cakes, billets, wedge bars or other refined shapes, or copper shot or other forms produced by a refiner.

(2) "Copper base alloy" means any alloy in the composition of which the percentage of copper metal by weight equals or exceeds 40% of the total weight of the alloy .

(3) "Refiner" means any person who produces copper, as hereinbefore defined, from copper-bearing material or scrap by any process of electrolysis or fire refining; "refiner" also includes any person who has such copper produced for him under toll agreement.

(4) "Dealer" means one who receives physical delivery of copper and sells or holds the same for sale without change in form.

(5) "Brass mill product" means sheet, wire, rod or tube made from copper or copper base alloy.

(6) "Wire mill product" means bar or insulated wire or cable for electrical conduction made from copper or copper base alloy.

(b) *Allocation of copper*—(1) *Deliveries of copper by dealers or refiners.* No delivery of copper shall be made by any dealer or refiner except upon presentation by the person requesting the delivery of an allocation certificate duly issued by the Director General for Operations (hereinafter called the Director); except that notwithstanding the foregoing, copper of foreign origin imported under bond or drawback agreement may be reexported by a refiner pursuant to an export license duly issued by the Office of Export Control, Board of Economic Warfare.

(2) *Applications for allocations.* All persons who require copper shall make application on Form PD-59 to the Copper Branch, War Production Board, for allocation certificates entitling them to specified amounts of copper to be delivered to them by refiners or dealers.

(3) *Basis of allocation.* Allocation of copper will be made by the Director to assure the satisfaction of the most essential requirements. After the satisfaction of such requirements, the residual supply may be allocated by the Director for other necessary uses to the extent possible.

(4) *Acceptance of delivery.* No person shall accept the delivery of any copper if he has reason to believe such delivery would be in violation of this order.

(c) *Deliveries of brass mill products or wire mill products.* Except as expressly authorized or directed by the Director:

(1) No brass mill or wire mill shall fill any order for, or deliver, a brass mill or wire mill product.

(2) No industrial supplier, mill supplier, plumbing supply house or other person engaged in the business of distributing brass mill or wire mill products to industry or trade, shall deliver or cause to be delivered any brass mill product or wire mill product, unless such delivery is made to fill an order bearing the appropriate allocation classification and purchaser's symbol (pursuant to Priorities Regulation No. 10) and bearing a preference rating of A-1-k or higher.

(3) No person shall accept the delivery of any brass mill product or wire mill product if he has reason to believe such delivery would be in violation of this order.

(d) *Deliveries of foundry products or copper base alloy ingots.* Deliveries of foundry products and copper base alloy ingots shall be made only in accordance with the provisions of Supplementary Copper Order No. M-9-b.

(e) *Toll agreements.* (1) No person shall process any copper, brass mill product, or wire mill product, under any existing or future toll agreement, conversion agreement, or other form of agreement by which title remains vested in a person other than the one processing the material, or which agreement is contingent upon repurchase of such materials in any quantities equivalent or otherwise by the person delivering the material, unless and until such an agreement shall have been approved by the Director. Any person desiring to have such an agreement approved must file with the War Production Board, a statement setting forth the names of the parties to such agreement, the material involved as to kind and grade (except copper scrap for which provision is made under Supplementary Copper Order No. M-9-b), the form of the same, the estimated tonnage involved, the estimated rate of delivery, the length of time such agreement or other similar agreement has been in force, the duration of the agreement, the purpose for which the copper, copper base alloy or copper product is to be used, and any other pertinent data that would justify such approval.

(2) All refiners who are parties to toll agreements for the refining of copper (who have not already filed the information with the Director) must file with the War Production Board, a statement setting forth the names of the parties to such agreement, the material involved, whether blister, scrap or in other form, the estimated tonnage involved, the estimated rate of delivery, and the duration of the contract. A like statement must be filed with reference to any new agreement or amendment to existing or new agreements within ten days after the effective date of such new agreement or amendment respectively.

(f) *Addressing of communications.* All applications, statements, or other communications filed pursuant to this order or concerning the subject matter hereof should be addressed "War Production Board, Ref: M-9-a, Washington, D. C."

(g) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(h) *Effective date.* This order shall take effect August 1, 1942. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 1st day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42-7457; Filed, August 1, 1942; 10:38 a. m.]

PART 990—CHLORINE IN PULP, PAPER AND PAPERBOARD

[Amendment 2 to General Limitation Order L-11]

Section 990.1 *General Limitation Order L-11*,[1] as amended April 20, 1942, is hereby further amended by striking from the bracket of writing papers set out under subparagraph (1) of paragraph (d) thereof the 100% rag content grade and the corresponding figure 82 in the column headed "Brightness Ceilings", and by changing subparagraph (2) of said paragraph (d) to read as follows:

(2) The brightness ceilings established in (d) (1) hereof shall not apply to paper manufactured from 100% rag stock, and, with respect to other paper and paperboard, may be exceeded to the extent

[1] 7 F.R. 3424, 5043.

[1] 6 F.R. 5848; 7 F.R. 2940.

permitted by the Director General for Operations upon application accompanied by satisfactory proof that the applicant's process of achieving a higher brightness will further the program for the conservation of chlorine embodied in this order. Such application should be addressed to the War Production Board and marked Ref: L–11.

This amendment shall take effect immediately. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671; 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 1st day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42–7459; Filed, August 1, 1942; 10:39 a. m.]

PART 996—CHLORINATED HYDROCARBON SOLVENTS

[Amendment 1 to General Preference Order M–41 as Amended May 2, 1942]

Section 996.1 *General Preference Order M–41*, as amended,[1] is hereby amended by striking the period at the end of subparagraph (d) (1) of said section and inserting the following:

(1) * * * *Provided, however,* That during the period commencing August 1, 1942 and ending September 30, 1942 any person requiring carbon tetrachloride for any use to which a preference rating of B–2 is assigned by paragraph (c) of this order may receive delivery in any month of an amount of carbon tetrachloride up to but not in excess of one hundred (100) per cent of such person's average monthly consumption of carbon tetrachloride in such use during the base period. (P. D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 1st day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42–7461; Filed, August 1, 1942; 10:40 a. m.]

PART 1013—CHLORINATED RUBBER

[Amendment 2 to General Preference Order M–46]

Section 1013.1 *General Preference Order M–46*[2] is hereby amended in the following respects:

(a) Subparagraph (1) of paragraph (f) is hereby amended to read as follows:

(1) No person shall use chlorinated rubber for a use not specified below:

(i) As a paint, for interior use (not including floor coating) in industrial plants where resistance to chemical corrosion is required. As a paint, for interior use in arsenals. For marine use in ship-bottom and submarine paints.

(ii) For flame-proofing fabric for military use.

(iii) For tracer bullets.

(iv) For adhering natural and synthetic rubber articles to metal.

(v) For core binder cement for use in the manufacture of products by or for the Army or Navy of the United States or the United States Maritime Commission."

(b) Paragraph (i) is hereby amended to read as follows:

(i) *Effective date.* This order shall take effect on the 1st day of November, 1941 and shall continue in effect until revoked by the Director General for Operations.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 1st day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42–7458; Filed, August 1, 1942; 10:38 a. m.]

PART 1136—LAWN MOWERS

[Amendment 2 to Limitation Order L–67]

Section 1136.1 *General Limitation Order L–67*[1] is hereby amended in the following particular:

Paragraph (c) is hereby amended by changing the period at the end thereof to a comma and by adding the following words:

* * * except gang mowers on direct order from and for delivery to the Army or Navy of the United States, the United States Maritime Commission, or the Armed Forces of any country, including those in the Western Hemisphere, pursuant to the Act of March 11, 1941, entitled 'An Act to Promote the Defense of the United States' (Lend-Lease Act), provided that during the three months' period from August 1, 1942, through October 31, 1942, inclusive, and for each three months' period thereafter until otherwise ordered by the Director General for Operations, no manufacturer shall use in the production of gang mowers more iron and steel in the aggregate than the amount of iron and steel in the aggregate used by him in the production of gang mowers during the three months' period from April 1, 1942 through June 30, 1942, inclusive. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 1st day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42–7460; Filed, August 1, 1942; 10:39 a. m.]

PART 1274—CHLORATE CHEMICALS

[Amendment 1 to General Preference Order M–171]

Section 1274.1 *General Preference Order M–171*[1] is hereby amended in the following respects:

1. By striking paragraph (b) (4) of said section and inserting in lieu thereof the following:

(4) The specific authorization provided for in paragraph (b) (1) hereof shall not be required for the delivery by any producer or distributor of twenty-five (25) pounds or less of any chlorate chemical to any one person in any one month provided that each producer or distributor before making any such delivery shall have received a certificate from the deliveree to the effect that if the delivery covered by such certificate is made the deliveree will not have received during the current month in excess of twenty-five (25) pounds of the chlorate chemical involved; and provided further, that the aggregate amount of deliveries by any producer or distributor made in any one month pursuant to the provisions of this paragraph (b) (4) shall not exceed the total quantity of such deliveries which he has applied for authorization, and been authorized, to make during such month.

2. By adding a new paragraph to said section, designated paragraph (g) as follows:

(g) *Inventory and use directions.* The Director General for Operations may, from time to time, issue directions with respect to the use of any chlorate chemical and with respect to the establishment of inventories thereof.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 1st day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42–7462; Filed, August 1, 1942; 10:41 a. m.]

---

[1] 7 F.R. 3315.
[2] 6 F.R. 5534; 7 F.R. 1494.
[1] 7 F.R. 2469, 3852.
[1] 7 F.R. 4175.

PART 1297—MATERIAL ENTERING INTO THE PRODUCTION OF REPLACEMENT PARTS FOR PASSENGER AUTOMOBILES, LIGHT, MEDIUM AND HEAVY MOTOR TRUCKS, TRUCK TRAILERS, PASSENGER CARRIERS AND OFF-THE-HIGHWAY MOTOR VEHICLES

[Amendment 1 to Limitation Order L–158]

§ 1297.1 *Limitation Order L–158*,[1] is hereby amended in the following particulars:

1. Paragraph (b) *Applicability of Priorities Regulation No. 1*, is hereby amended by adding thereto subparagraph (1) as follows:

(1) *Protection of production schedules.* Producers of replacement parts under the terms of this order may, notwithstanding the provisions of Priorities Regulation No. 1 (Part 944) schedule their production of replacement parts without regard to purchase orders or contracts placed with them for other material on ratings lower than A–1–A.

2. Subparagraph (5) of paragraph (c) *Definitions*, is amended by adding the words "or persons," to read as follows:

(5) "Truck trailer" means a complete semi-trailer or full trailer having a load-carrying capacity of 10,000 pounds or more, as authorized by the manufacturer thereof, and designed exclusively for the transportation of property or persons, or the chassis therefor.

3. Paragraph (i) *Restrictions on sales by distributors*, is amended to read as follows:

(i) * * *

(1) *Restrictions on sales to consumers.* On and after July 15, 1942, no producer or distributor shall sell or deliver any replacement part to a consumer unless the consumer delivers to the producer or distributor concurrently with the purchase a used part (excepting in the case of cab assemblies and parts consumed in use, lost or stolen) of similar kind and size for each new replacement part delivered to the consumer. No new replacement part shall be sold or delivered to a consumer to replace a part which the producer or distributor can recondition by use of available reconditioning facilities.

(2) Notwithstanding the provisions of paragraph (i) (1) above, a producer or distributor may sell and deliver any replacement part to a consumer without receiving a used part in exchange therefor, provided that:

(i) The producer or distributor does not install such part in the consumer's vehicle; and

(ii) The consumer signs and delivers to the producer or distributor concurrently with each purchase order (or on the written confirmation thereof if such order is placed by telephone or telegram) a certificate in the following form:

CONSUMER'S CERTIFICATE

I hereby certify that: (a) The replacement parts specified on this order are essential for repair of vehicle(s) I now own or operate; (b) these parts will be used only for replacement of parts that, to the best of my knowledge, cannot be reconditioned by use of available facilities; and (c) I will, within thirty days after receiving the new part(s), dispose of through scrap channels a used part(s) (excepting in the case of cab assemblies and parts consumed in use, lost or stolen) of similar kind and size for each new replacement part delivered to me.

Signed) _____
Vehicle Owner or Operator

(Address) _____

The foregoing certificate must be retained by the producer or distributor making the sale to the consumer as part of his records.

The provisions of this paragraph (i) shall not apply to any Federal or Territorial department, bureau or agency, or to a State or political subdivision thereof, which is forbidden by law from making such disposal of replacement parts.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 1st day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42–7464; Filed, August 1, 1942; 10:40 a. m.]

[1] 7 F.R. 5127.

PART 3030—PHTHALATE PLASTICIZERS

[General Preference Order M–203]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of phthalate plasticizers for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3030.1 *General Preference Order M–203* (a) *Definitions.* For the purpose of this order:

(1) "Phthalate plasticizers" means the following esters of phthalic acid:

Dimethyl phthalate.
Diethyl phthalate.
Dibutyl phthalate.
Diamyl phthalate.
Dicapryl phthalate.
Di 2-ethyl hexyl phthalate.
Ethyl phthalyl ethyl glycollate.
Butyl phthalyl butyl glocollate.
Methyl phthalyl ethyl glycollate.
Di-methoxy ethyl phthalate.
Di-ethoxy ethyl phthalate.
Di-butoxy ethyl phthalate.
Tributyl glycerol triphthalate.
Di-cyclohexyl phthalate.
Di-methylcyclohexyl phthalate.
Castor oil phthalate.
Hydrogenated castor oil phthalate.
Iso butyl castor oil phthalate.

(2) "Producer" means any person who produces phthalate plasticizers, and includes any person who has phthalate plasticizers produced for him pursuant to toll agreement.

(3) "Distributor" means any purchaser of phthalate plasticizers from a producer for purpose of resale without further processing.

(b) *Restrictions on use and delivery of phthalate plasticizers.* (1) On and after September 1, 1942, no producer or distributor shall use or deliver phthalate plasticizers, and no person shall accept delivery of phthalate plasticizers from a producer or distributor, except as specifically authorized by the Director General for Operations upon application pursuant to paragraph (d) hereof, or as provided in paragraph (c) hereof.

(2) Each person who shall accept delivery of phthalate plasticizers pursuant to specific authorization of the Director General for Operations shall use such phthalate plasticizers in accordance with the representations made by him in his application for such authorization.

(3) The Director General for Operations in his discretion may from time to time issue special directions to any person with respect to the use or delivery of phthalate plasticizers by such person.

(c) *Exceptions.* Specific authorization pursuant to paragraph (b) (1) hereof shall not be required with respect to the use, delivery or acceptance of delivery of phthalate plasticizers (which may be made without regard to preference ratings) as follows:

(1) Any producer or distributor may deliver phthalate plasticizers to any person entitled to accept delivery pursuant to paragraphs (c) (2) and (3) hereof, provided that no producer or distributor shall deliver an amount of phthalate plasticizers in any one calendar month pursuant to this paragraph (c) in excess of 2% of the amount of phthalate plasticizers which he is specifically authorized to deliver during such month pursuant to paragraph (b) (1) hereof.

(2) Any producer may use and any person may accept delivery of five (5) gallons or less of each kind of phthalate plasticizer during any one calendar month.

(3) In addition to deliveries of phthalate plasticizers which may be accepted pursuant to paragraph (c) (2) hereof, any person may accept delivery of fifty-five (55) gallons or less of any one kind of phthalate plasticizer or of one hundred ten (110) gallons or less of different kinds of phthalate plasticizers during any one calendar month, provided that he has not been specifically authorized to accept delivery during the same month of any quantity of the same kinds of phthalate plasticizers pursuant to paragraph (b) (1) hereof, and provided that no delivery pursuant to this paragraph (c) (3) shall be made or accepted unless and until the person accepting delivery shall certify in writing to the person making delivery that such delivery is accepted within the terms of this paragraph (c) (3).

(d) *Applications and reports.* In addition to such other reports as may from time to time be required by the Director General for Operations:

(1) Each person seeking authorization for delivery of phthalate plasticizers and each producer or distributor seeking authorization to use phthalate plasticizers

during any calendar month pursuant to paragraph (b) (1) hereof shall file Form PD–606 in the manner prescribed therein on or before the 15th day of the month preceding the month for which authorization for use or delivery is requested; provided, however, that application for such authorization by the United States Army, Navy, Coast Guard, Maritime Commission or War Shipping Administration may be made in any manner.

(2) Each producer or distributor shall file Form PD–607 in the manner prescribed therein on or before August 22, 1942, and on or before the 22nd day of each month thereafter.

(e) *Notification of customers.* Each producer and distributor shall notify his regular customers as soon as possible of the requirements of this order, but failure to receive such notice shall not excuse any person from complying with the terms hereof.

(f) *Miscellaneous provisions*—(1) *Intra-company deliveries.* The prohibitions and restrictions of this order with respect to deliveries of phthalate plasticizers shall apply not only to deliveries to other persons, including affiliates and subsidiaries, but also to deliveries from one branch, division or section of a single enterprise to another branch, division or section of the same or any other enterprise under common ownership or control.

(2) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(3) *Communications to War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Chemicals Branch, Washington, D. C. Ref: M–203. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2(a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 1st day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42–7463; Filed, August 1, 1942; 10:41 a. m.]

PART 933—COPPER

[Supplementary Order M–9–b as Amended August 3, 1942]

Section 933.3 *Supplementary Order M–9–b*, as amended May 9, 1942[1] is hereby amended so as to read as follows:

[1] 7 F.R. 3472.

§ 933.3 *Supplementary Order M–9–b*—(a) *Definitions.* For the purposes of this Supplementary Order:

(1) "Scrap" means all copper or copper base alloy materials or objects which are the waste or by-product of industrial fabrication, or which have been discarded on account of obsolescence, failure or other reason.

(2) "Copper" means copper metal which has been refined by any process of electrolysis or fire refining to a grade and in a form suitable for fabrication such as cathodes, wire bars, ingot bars, ingots, cakes, billets, wedge bars or other refined shapes, or copper shot or other forms produced by a refiner.

(3) "Copper base alloy" means any alloy in the composition of which the percentage of copper metal by weight equals or exceeds 40% of the total weight of the alloy.

(4) "Alloy ingot" means an alloy ingot or other shape for remelting which has been cast primarily from copper base alloy or scrap.

(5) "Brass mill scrap" means that scrap which is a waste or by-product of industrial fabrication of products by brass mills.

(6) "Brass mill" means any person who rolls, draws or extrudes castings made in his own plant of copper or copper base alloys, or who rolls, draws or extrudes refinery shapes of copper or copper base alloys; it does not include a mill which re-rolls, re-draws, or re-extrudes products produced from refinery shapes or castings of copper or copper base alloys.

(7) "Foundry" means any person casting copper or copper base alloy shapes or forms suitable for ultimate use without rolling, drawing, extruding, or forging. The process of casting includes the removal of gates, risers and sprues, and sand blasting, tumbling or dipping, but does not include any further machining or processing.

(8) "Scrap dealer" means any person regularly engaged in the business of buying and selling scrap.

(9) "Public utilities" means any person furnishing telephone, telegraph or electric light and power services to the public or city, suburban or inter-city electrically operated public carrier transportation.

(b) *Delivery or acceptance of scrap or alloy ingots.* Notwithstanding any preference rating, no person shall deliver or accept the delivery of any scrap or alloy ingots except in accordance with the following directions:

(1) Brass mill scrap shall be delivered only to a scrap dealer or to a brass mill; a scrap dealer who accepts delivery of brass mill scrap shall in turn deliver such scrap only to a brass mill or another scrap dealer.

(2) No. 1 or No. 2 copper scrap shall be delivered only to a scrap dealer, or to a person specifically authorized by the Director General for Operations to receive deliveries of such quantities of No. 1 or No. 2 copper scrap.

(3) Scrap other than brass mill, No. 1 or No. 2 copper scrap shall be delivered only to a scrap dealer, or to a person specifically authorized by the Director General for Operations to receive deliveries of such quantities of scrap.

(4) Alloy ingots shall be delivered only to a person specifically authorized by the Director General for Operations to receive deliveries of such quantities of alloy ingots.

(5) A person other than a brass mill or dealer shall accept a delivery of scrap only pursuant to a specific authorization of the Director General for Operations.

(6) A brass mill shall accept no delivery of scrap other than brass mill scrap without the specific authorization of the Director General for Operations.

(7) No person shall accept a delivery of alloy ingots except as specifically authorized by the Director General for Operations.

(8) A scrap dealer shall accept delivery of scrap only if:

(i) Such scrap dealer shall during the preceding 60 days, have sold or otherwise disposed of scrap to an amount of at least equal in weight to the scrap inventory of such scrap dealer on the date of acceptance of delivery of scrap (which inventory shall exclude such delivery), and

(ii) Such scrap dealer shall have filed with the Bureau of Mines, College Park, Maryland, by the 10th of each month, Form PD–249, and

(iii) Such scrap dealer shall have supplied such other information as the Director General for Operations may from time to time require.

(c) *Melting or processing of scrap or alloy ingots.* (1) No person other than a brass mill shall melt or process scrap, and no person shall melt or process alloy ingots, including scrap or alloy ingots on hand at the date of this order, without the specific authorization of the Director General for Operations.

(2) No brass mill shall melt or process any scrap other than brass mill scrap, including scrap on hand at the date of this order, without the specific authorization of the Director General for Operations.

(3) Any person accepting a delivery of scrap or alloy ingots shall use such scrap or alloy ingots only for the purposes for which acceptance of such delivery is authorized by the Director General for Operations.

(d) *Delivery to or acceptance of copper by foundries and makers of alloy ingots.* Notwithstanding any preference rating, no person shall deliver any copper to a foundry or to a maker of alloy ingots, and no foundry or maker of alloy ingots shall accept any such delivery, except as specifically authorized by the Director General for Operations.

(e) *Authorization.* (1) Authorizations to receive deliveries of, melt or process copper, scrap or alloy ingots will be given by the Director General for Operations to assure the satisfaction of the most essential war requirements. After the satisfaction of such requirements, the deliveries of any residual supply may be authorized by the Director General for Operations for other necessary requirements.

(2) Any person desiring to obtain an authorization pursuant to this order to accept the delivery of, melt or process

copper, scrap or alloy ingots should make application on Form PD-59, Copper Branch, War Production Board, by the 5th of each month.

(f) *Disposal of scrap generated through fabrication or accumulated through obsolescence.* No person shall use, melt or dispose of any scrap generated in his plant through fabrication or as accumulated in his operations through obsolescence, in any way other than by sale or delivery to a person authorized to accept delivery, without the specific authorization of the Director General for Operations. In no event shall any person keep on hand more than thirty days' accumulation of scrap unless such accumulation aggregates less than five tons. All persons generating scrap through fabrication or accumulating scrap through obsolescence in excess of 2,000 pounds in any calendar month, shall report on Form PD-226 on or before the 15th day of the following month, to the War Production Board, Ref: M-9-b, setting forth scrap inventory at the beginning of the previous calendar month, accumulations and sales during such month, inventory at the end of such month and such other information as the Director General for Operations may request from time to time. Nothing herein contained shall prohibit any public utility from using in its own operations wire or cable which has become scrap by obsolescence provided the lengths of such wire or cable are in excess of five feet and the quantity of such material so used by any person in any calendar month does not exceed five tons or such other amount as the Director General for Operations may specifically authorize.

(g) *Toll agreement.* No person shall deliver scrap or alloy ingots and no person shall except same for converting, remelting or other processing under any existing or future toll agreement, conversion agreement or other form of agreement by which title remains vested in the person delivering the scrap or alloy ingots or causing the scrap or alloy ingots to be delivered, or which agreement is contingent upon return of processed material in any quantities, equivalent or otherwise, to the person delivering or causing the scrap or alloy ingots to be delivered, unless and until such an agreement shall have been approved by the Director General for Operations. Any person desiring to have such an agreement approved must file with the War Production Board a statement setting forth the names of the parties to such agreement, the material involved as to kind and grade, the form of same, the estimated tonnage involved, the estimated rate of delivery, the length of time such agreement or other similar agreement has been in force, the duration of the agreement, the purpose for which the processed material is to be used, and any other pertinent data that would justify such approval.

(h) *Restriction on acceptance of copper base alloys or castings, including alloy ingots, made therefrom.* No person shall knowingly accept delivery of copper base alloys or castings, including alloy ingots, made therefrom, which have been obtained by melting and processing scrap delivered to a melter or processor contrary to the provisions of this order.

(i) *Specific directions.* The Director General for Operations may from time to time issue specific directions to any person as to the source, destination, amount, or grade of scrap or alloy ingots to be delivered or acquired by such person.

(j) *Violations.* Any person who wilfully violates any provision of this order or who wilfully furnishes false information to the Director General for Operations in connection with this order is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries or from processing or using material under priority control and may be deprived of priorities assistance.

(k) *Addressing of communications.* All applications, statements, or other communications filed pursuant to this order or concerning the subject matter hereof should be addressed War Production Board, Ref: M-9-b, Washington, D. C.

(l) *Effective date.* This order shall take effect August 3, 1942. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 3d day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42-7514; Filed, August 3, 1942; 11:19 a. m.]

PART 940—RUBBER AND BALATA AND PRODUCTS AND MATERIALS OF WHICH RUBBER OR BALATA IS A COMPONENT

[Amendment 12 to Supplementary Order M-15-b-1]

Section 940.5 *Supplementary Order M-15-b-1*[1] is hereby amended by substituting the attached Revised List 15 for List 15 now attached to such order. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125; 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

This order shall take effect as of the date of its issuance.

Issued this 3d day of August, 1942.

AMORY HOUGHTON,
Director General for Operations.

SUPPLEMENTARY ORDER NO. M-15-B-1, AS AMENDED

List 15

(Revised effective August 3, 1942)

Specifications for the manufacture of feeding nipples.

(a) *Infants' nipples:*

(1) *Molded type.* The weight of rubber in each finished nipple shall not exceed .0105 pound.

(2) *All other types.* The weight of rubber or latex in each finished nipple shall not exceed .007 pound.

(b) *Lambs' nipples:* The weight of rubber or latex in each finished nipple shall not exceed .0105 pound.

[F. R. Doc. 42-7513; Filed, August 3, 1942; 11:19 a. m.]

[1] 7 F.R. 967, 2344, 2346, 2449, 2595, 2782, 3389, 4448, 5019, 5296, 5592, 5603, 5748.

PART 984—LEAD

[Revocation of Supplementary Order M-38-j]

Part 984.11 *Supplementary Order M-38-j*[1] is hereby revoked. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 3d day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42-7516; Filed, August 3, 1942; 11:19 a. m.]

PART 1001—TIN

[Amendment 1 to Conservation Order M-43-a, As Amended June 5, 1942[2]]

Paragraph (b) (2) (iii) of § 1001.2 is hereby amended to read as follows:

(iii) Manufacture or use any solder having a tin content of more than 30% of weight provided that:

(*a*) Solder having a tin content of not more than 40% of weight may be manufactured or used for the repair of gas meters;

(*b*) Until September 1, 1942, wiping solder having a tin content of not more than 38% by weight may be manufactured or used;

(*c*) From September 1, 1942, until January 1, 1943, wiping solder having a tin content of not more than 38% by weight may be manufactured or used for the installation or repair of lead water service pipes operated by a public utility.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 FR. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 3d day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42-7517; Filed, August 3, 1942; 11:19 a. m.]

PART 1235—COMBED COTTON YARN

INCLUDING SALES YARN AND YARN FOR PRODUCERS' OWN USE

[Amendment 1 to General Preference Order M-155]

Section 1235.1 *General Preference Order M-155*[1] is hereby amended in the following respects:

[1] 7 F.R. 5118.
[2] 7 F.R. 4290.
[1] 7 F.R. 4032.

Paragraph (c) (1) and (2) is amended to read as follows:

(1) *Medium combed yarns.* Notwithstanding the provisions of any contracts to which he may be a party, each producer of medium combed yarns shall, as soon as may be necessary for him to do so in order to make delivery in accordance with the terms of any purchase order placed with him of the type specified in paragraph (d) (1) hereof and as soon as the required yarn counts and descriptions can be produced by him, but in any event not later than the week beginning November 2, 1942, and in each week thereafter until further direction, earmark at least 40 percent of his production thereof as reserved combed yarns.

(2) *Coarse combed yarns.* Notwithstanding the provisions of any contracts to which he may be a party, each producer of coarse combed yarns shall, as soon as may be necessary for him to do so in order to make delivery in accordance with the terms of any purchase order placed with him of the type specified in paragraph (d) (1) hereof and as soon as the required yarn counts and descriptions can be produced by him, but in any event not later than the week beginning November 2, 1942, and in each week thereafter until further direction, earmark at least 65 per cent of his production thereof as reserved combed yarns. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 3d day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42-7518; Filed, August 3, 1942; 11:20 a. m.]

PART 1255—INVENTORY RESTRICTION EXCEPTIONS

[Amendment 4 to General Inventory Order M-161 [1]]

Section 1255.1 *General Inventory Order M-161* is hereby further amended by adding to the materials listed on Schedule A attached to said order the following:

Sodium Carbonate (Soda Ash)
Sodium Hydroxide (Caustic Soda)

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 3d day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42-7520; Filed, August 3, 1942; 11:20 a. m.]

[1] 7 F.R. 4174, 4778, 4779, 5663.

PART 1284—BALSA

[General Conservation Order M-177]

The fulfillment of requirements for the defense of the United States has created a shortage of balsa, for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1284.1 *General Conservation Order M-177*—(a) *Definition.* For the purposes of this order:

"Balsa" means the wood of the several species of the genus Ochroma in the form of logs, hewn timbers, blocks or lumber, including boards, planks, dimension, squares, cants, flitches, timbers and other sawed forms whether rough or dressed.

(b) *Restrictions on sales and deliveries.* After the date of issuance of this order, no person shall sell or deliver balsa, except upon the following categories of orders:

(1) Orders specifying delivery to or for the account of the United States agencies and the countries named in § 944.1, paragraphs (b) (1) and (2), of Priorities Regulation No. 1;

(2) Orders placed by any person for uses limited to those enumerated in paragraph (c) hereof to satisfy orders by or in behalf of the agencies and countries named in § 944.1, paragraph (b) (1) and (2) of Priorities Regulation No. 1;

(3) Orders placed by any person for the uses enumerated in subparagraph (2) of paragraph (c) hereof, to satisfy orders for the Merchant Marine, whether of United States or foreign flag, or licensed vessels operating on inland waters of the United States or Canada;

(4) Orders delivery on which is specifically authorized by the Director General for Operations on Form PD-423.

(c) *Restrictions on production and use.* No person shall consume any balsa in the production of any equipment or product except those hereinafter specified, namely:

(1) Life floats, life rafts, life nets and other buoyant apparatus essential to group life saving at sea.

(2) Jacket or ring life preservers or buoys or other individual life rescue equipment, and life preserver blocks in their final sizes whether finished or semi-finished except for corner bevelling, all of such preservers, buoys or blocks conforming to specifications established by or approved by the United States Coast Guard or other competent governmental authority.

(3) Plywood and parts for aircraft to the extent that balsa is specifically permitted by the controlling specifications.

(4) Marine buoys, including but not limited to submarine rescue buoys, dan buoys, seaplane mooring buoys, seadrome contact light buoys, mine buoys, and anti-aircraft practice balloon buoys.

(5) Bilge keel filling, under-cockpit flooring and other parts of vessels of the Army and Navy of the United States, the United States Maritime Commission and the War Shipping Administration, to the extent that balsa is specifically permitted by the controlling specifications.

(6) Gyroscopic equipment to the extent that balsa is specifically permitted by the controlling specifications.

(d) *Exceptions.* (1) The restrictions of this order shall not apply to the sale, delivery or use of any balsa which on the date of issuance of this order is in the inventory of a person whose entire inventory of balsa is not in excess of one hundred board feet.

(2) Notwithstanding the restrictions in this order, any balsa actually in transit on the date of issuance of this order may be delivered to its immediate destination.

(e) *Applicability of Priorities Regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the Priorities Regulations of the War Production Board, as amended from time to time.

(f) *Appeals.* Any person affected by this order who considers that compliance therewith would work an exceptional and unreasonable hardship upon him, or that it would result in a degree of unemployment which would be disproportionate compared with the amount of war-use balsa conserved, or that compliance with this order would disrupt or impair a program of conversion from nondefense to defense work, may appeal to the War Production Board, Washington, D. C., Ref: M-177, setting forth the pertinent facts and the reasons he considers he is entitled to relief. The Director General for Operations may thereupon take such action as he deems appropriate.

(g) *Communications to War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to the War Production Board, Lumber and Lumber Products Branch, Washington, D. C., Ref: M-177.

(h) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, materials under priority control and may be deprived of priorities assistance. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 3d day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42-7519; Filed, August 3, 1942; 11:20 a. m.]

PART 3033—PORTLAND CEMENT

[General Limitation Order L–179]

The fulfillment of requirements for the defense of the United States has made imminent a shortage in the supply of portland cement for defense, for private account and for export; and the following order is deemed necessary and appropriate to protect the public interest and to promote the national war effort:

§ 3033.1 *General Limitation Order L–179*—(a) *Restrictions*—(1) *Manufacture.* On and after twenty days subsequent to the date of issuance of this order, no person shall manufacture any portland cement except portland cement which conforms with one or more of the following specifications as such specifications exist on the date of issuance of this order:

(i) Federal specifications: Emergency Alternate Federal Specification for cement; Portland–E–SS–C–191b, dated June 5, 1942;

(ii) Federal specifications: Emergency Alternate Federal Specification for cement; Portland–E–SS–C–201a, dated June 5, 1942;

(iii) Federal specifications: Emergency Alternate Federal Specification for cement; Portland E–SS–C–206a, dated June 5, 1942;

(iv) American Society for Testing Materials specifications: Emergency Alternate Specification for Portland Cement A. S. T. M. Designation EA–C 150–Type I, dated June 6, 1942;

(v) American Society for Testing Materials specifications: Emergency Alternate Specification for Portland Cement A. S. T. M. Designation EA–C 150–Type III, dated June 6, 1942;

(vi) American Society for Testing Materials specifications: Emergency Alternate Specifications for Portland Cement A. S. T. M. Designation EA–C 150–Type II, dated June 6, 1942,

(2) *Storage by manufacturers.* On and after twenty days subsequent to the date of issuance of this order, no manufacturer of portland cement shall allocate or continue the allocation of any silo, bin or other storage space or any part of any silo, bin or other storage space for the storage of portland cement to and for the exclusive use of the Army, the Navy, the United States Coast Guard, the United States Maritime Commission, or any other person.

(3) *Requirements for testing.* On and after twenty days subsequent to the date of issuance of this order, no manufacturer of portland cement shall enter into any contract or agreement for the sale of portland cement, which such contract or agreement shall require portland cement to be tested in any other manner than in accordance with "Federal Specifications; Emergency Alternate Federal Specifications for Cement; Portland—dated June 5, 1942, E–SS–C–158a," or "American Society for Testing Materials Specifications: C77–40".

(b) *Specific exemptions.* The provisions of this order shall not apply to portland cement manufactured and stored pursuant to orders or contracts for any cement:

(1) To be used in the following named projects under the direction or control of the United States Bureau of Reclamation:

(i) Boise Project—Anderson Ranch Dam—Boise, Idaho;

(ii) Central Valley Project—Kennett Division—Redding, California;

(iii) Central Valley Project—Friant Division—Friant, California;

(iv) Davis Dam Project—Kingman, Arizona;

(2) To be used in the following project under the direction or control of United States War Department, U. S. Army Engineer Corps:

(i) Norfolk Dam—Arkansas.

(3) To be used in the following projects under the direction or control of the Tennessee Valley Authority:

(i) Fontana Dam—Fontana Dam, North Carolina;

(ii) Douglas Dam—Rural Station, Jefferson City, Tennessee;

(iii) Fort Loudon Dam—Lenoir City, Tennessee;

(iv) Kentucky Dam—Gilbertsville, Kentucky;

(v) Apalachia Dam—Farner, Tennessee;

(vi) Ocoee No. 3 Dam—McFarland, Tennessee;

(4) To be used in oil wells under conditions of high temperature, such cement being commonly known as "oil well cement";

(5) To be used persuant to the specific authorization of the Director General for Operations.

(c) *Records.* All persons affected by this order shall keep and preserve for not less than two years accurate and complete records concerning inventories, production and sales.

(d) *Audit and inspection.* All records required to be kept by this order shall, upon request, be submitted to audit and inspection by duly authorized representatives of the War Production Board.

(e) *Reports.* Each person to whom this order applies shall file with the War Production Board such reports and questionnaires as said Board shall from time to time specify.

(f) *Violations.* Any person who wilfully violates any provision of this order, or who, in conection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(g) *Appeals.* Any person affected by this order, who considers that compliance therewith would work an exceptional and unreasonable hardship upon him, may apply for relief by addressing a letter directed to the Director General for Operations, Social Security Building, Washington, D. C., setting forth the pertinent facts and the reasons why such person considers that he is entitled to relief. The Director General for Operations may thereupon take such action as he deems appropriate.

(h) *Applicability of other orders.* The provisions of Priorities Regulation No. 1 (§ 944.14,[1] *Inventory restrictions*) shall not apply to this order and all transactions affected thereby. Insofar as any other order issued by the Director General for Operations, or to be issued by him hereafter, limits the use of any material to a greater extent than the limits imposed by this order the restrictions of such other order shall govern, unless otherwise specified herein.

(i) *Communications.* Reports to be filed and other communications concerning this order shall be addressed to the War Production Board, Building Materials Branch, Washington, D. C., Ref: L–179. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 3d day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42–7515; Filed, August 3, 1942; 11:19 a. m.]

[1] 6 F.R. 4490, 6682; 7 F.R. 1493, 1835, 2235.

Chapter XI—Office of Price Administration

PART 1300—PROCEDURE

[Amendment 1 to Temporary Procedural Regulation 5 [1]]

EFFECTIVE DATE

In § 1300.310 the text thereof is designated as paragraph (a) and a new paragraph (b) is added as set forth below, and a new § 1300.311 is added as set forth below.

§ 1300.310 *Effective date.* (a) * * *

(b) Temporary Procedural Regulation No. 5 is extended from August 1, 1942 as set forth in paragraph (a) and shall expire September 1, 1942, unless earlier replaced by a permanent procedural regulation or further extended.

§ 1300.311 *Effective dates of amendments.* (a) Amendment No. 1 (§ 1300.-310) to Temporary Procedural Regulation No. 5 shall become effective August 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 31st day of July 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7446; Filed, July 31, 1942; 5:08 p. m.]

PART 1301—MACHINE TOOLS

[Amendment 13 to Revised Price Schedule 67 [2]]

NEW MACHINE TOOLS

GOULD & EBERHARDT, INC.

A statement of the considerations involved in the issuance of this amendment has been prepared and filed with the Division of the Federal Register.* New subparagraph (12) is added to § 1301.51 (a) and new subparagraph (7) is added to § 1301.54 (e) as set forth below:

§ 1301.51 *Maximum prices for new machine tools and extras.* (a) * * *

(12) *Gould & Eberhardt, Incorporated, Newark, New Jersey.* Notwithstanding any other provision of this paragraph (a), regardless of the terms of any existing contract of sale or other commitment, the maximum price at which Gould & Eberhardt, Incorporated, may sell, offer to sell, deliver or transfer, and the maximum price at which any person may buy, offer to buy or accept delivery from Gould & Eberhardt, Incorporated, of, any of the one hundred and fifty (150) Universal Tables for its 16", 16/20", 20" or 20/24" Industrial Shapers to be manufactured by American Type Founders, Incorporated of Elizabeth, New Jersey, as subcontractor, shall be $625.

§ 1301.54 *Records and reports.* * * *

(e) * * *

(7) Gould & Eberhardt, Incorporated, Newark, New Jersey, shall file with the Office of Price Administration, Washington, D. C., the name of the purchaser of each of the one hundred and fifty (150) Universal Tables for its 16", 16/20", 20", and 20/24" Industrial Shapers manufactured by the American Type Founders, Incorporated, as subcontractor, whose October 1, 1941 list price has been increased under § 1301.51 (a) (12) hereof within five days after the delivery of each such Table.

§ 1301.59a *Effective dates of amendments.* * * *

(m) Amendment No. 13 (§§ 1301.51 (a) (12) and 1301.54 (e) (7)) to Revised Price Schedule No. 67 shall become effective July 31, 1942.

(Pub. Law 421, 77th Con.)

Issued this 31st day of July 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7449; Filed, July 31, 1942; 5:06 p. m.]

PART 1301—MACHINE TOOLS

[Amendment 14 to Revised Price Schedule 67 [2]]

NEW MACHINE TOOLS

NORTON COMPANY

A statement of the considerations involved in the issuance of this Amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.* Subparagraph (8) of § 1301.51 (a) is amended to read, and a new subdivision (iv) is added to § 1301.54 (e) (3), as set forth below:

§ 1301.51 *Maximum prices for new machine tools and extras.* (a) * * *

(8) *Norton Company, Worcester, Massachusetts.* Notwithstanding any other provision of this paragraph (a), on and after April 6, 1942, regardless of the terms of any existing contract of sale or other commitment, the maximum price at which Norton Company may sell, offer to sell, deliver or transfer one hundred and fifty (150) Model No. 26 Hyprolap Machines, to be manufactured for Norton Company by subcontractors other than Dennison Manufacturing Company of Framingham, Massachusetts, and the maximum price at which any person may buy, offer to buy, or accept delivery of any such machine tool shall be the price of $7,290.00 each: *Provided, however,* That to the extent that it is necessary for Norton Company in its deliveries of Model No. 26 Hyprolap Machines to comply with General Preference Order No. E-1-b issued by the War Production Board, machines manufactured by Norton Company or by Dennison Manufacturing Company may be delivered in substitution for any of the one hundred and fifty (150) machines to be manufactured by subcontractors other than Dennison Manufacturing Company and sold at the said maximum price of $7,290.00, upon the condition that an equal number of machines manufactured by subcontractors other than Dennison Manufacturing Company are sold at the list price of $7,025.00 in effect for these machines on October 1, 1941.

§ 1301.54 *Records and reports.* * * *

(e) * * *

(3) * * *

(iv) the serial number of each Hyprolap Machine manufactured by Norton Company or by Dennison Manufacturing Company, the delivery of which, in compliance with General Preference Order No. E-1-b, is made in substitution for any of the one hundred fifty (150) machines manufactured by a subcontractor other than Dennison Manufacturing Company and sold at the price of $7,-290.00.

§ 1301.59a *Effective date of amendments.* * * *

(n) Amendment No. 14 (§§ 1301.51 (a) (8), 1301.54 (e) (3) (iv)) to Revised Price Schedule No. 67 shall become effective July 31, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 31st day of July 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7448; Filed, July 31, 1942; 5:06 p. m.]

PART 1301—MACHINE TOOLS

[Amendment 15 to Revised Price Schedule 67 [2]]

NEW MACHINE TOOLS

SMALLEY GENERAL COMPANY

A statement of the considerations involved in the issuance of this amendment has been prepared and filed with the Division of the Federal Register.* New subparagraph (13) is added to § 1301.51 (a) and new subparagraph (8) is added to § 1301.54 (e) as set forth below:

§ 1301.51 *Maximum prices for new machine tools and extras.* (a) * * *

(13) *Smalley General Company, Bay City, Michigan.* Notwithstanding any other provision of this paragraph (a), on and after July 7, 1942, regardless of the terms of any existing contract of sale or other commitment, the maximum price at which the Smalley General Company may sell, offer to sell, deliver or transfer, and the maximum price at which any person may buy, offer to buy, or accept delivery from the Smalley General Company of, any of the thirty (30) 27 MB-1 Threadmiller Machines, for gun tube, or for breech ring, to be manufactured by Valley Iron Works Company of Appleton, Wisconsin, as subcontractor, shall be $14,528 each.

§ 1301.54 *Records and reports.* (e) * * *

(8) Smalley General Company of Bay City, Michigan, shall file with the Office of Price Administration, Washington, D. C., (i) on August 15, 1942, or not later than ten days after the final contract between it and Valley Iron Works Company for the manufacture of thirty 27

---

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 4730.

[2] 7 F.R. 1337, 1836, 2000, 2105, 2472, 2473, 2539, 2680 2996, 3445, 3820, 4176.

MB–1 Threadmiller Machines shall have been executed a copy thereof certified by an officer of Smalley General Company to be a true and correct copy; and (ii) the serial number of each such machine tool manufactured by Valley Iron Works Company, as subcontractor, within five days after such number shall have become available.

§ 1301.59a *Effective dates of amendments.* * * *

(o) Amendment No. 15 (§§ 1301.51 (a) (13), 1301.54 (e) (8)) to Revised Price Schedule No. 67 shall become effective July 31, 1942.

(Pub. Law No. 421, 77th Cong.)

Issued this 31st day of July 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42–7441; Filed, July 31, 1942; 5:07 p. m.]

PART 1305—ADMINISTRATION

[General Order 5]

DELEGATION TO EXECUTIVE SECRETARIES OF WAR PRICE AND RATIONING BOARDS AUTHORITY TO ADMINISTER OATHS

Pursuant to the authority conferred upon the Administrator by the Emergency Price Control Act of 1942 and by paragraph 3 of Executive Order No. 9125,[1] the following order is prescribed:

§ 1305.102 *Order delegating to Executive Secretaries of War Price and Rationing Boards authority to administer oaths and affirmations.* (a) In the administration of the price control or rationing authority of the Office of Price Administration, or of any regulation or order issued pursuant to such authority, any person employed as Executive Secretary by a War Price and Rationing Board of the Office of Price Administration is authorized to administer oaths and affirmations in connection with any application, petition, statement, report, or other document, required to be sworn to by the provisions of any regulation or order pertaining to price control or rationing and required or authorized to be filed at a War Price and Rationing Board or at any office of the Office of Price Administration.

(b) This General Order No. 5 (§ 1305.102) shall become effective July 31, 1942. (Pub. Law 421, 77th Cong.; Pub. Law 507, 77th Cong.; E.O. 9125; WPB Directive 1)

Issued this 31st day of July 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42–7447; Filed, July 31, 1942; 5:08 p. m.]

PART 1340—FUEL

[Amendment 25 to Revised Price Schedule 88[2]]

PETROLEUM AND PETROLEUM PRODUCTS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Sections 1340.155 (a) and 1340.157 (a) are amended and a new § 1340.155a is added as set forth below:

§ 1340.155 *Enforcement.* (a) Persons violating any provision of this Revised Price Schedule No. 88 are subject to the criminal penalties, civil enforcement actions, license suspension proceedings and suits for treble damages provided for by the Emergency Price Control Act of 1942.

* * * * *

§ 1340.155a *Licensing; applicability of the registration and licensing provisions of the General Maximum Price Regulation.*[1] The registration and licensing provisions of §§ 1499.15 and 1499.16 of the General Maximum Price Regulation are applicable to every person subject to this Revised Price Schedule No. 88 selling at wholesale or retail any petroleum or petroleum products covered by this Revised Price Schedule No. 88. When used in this section the terms "selling at wholesale" and "selling at retail" have the definitions given them by §§ 1499.20 (p) and 1499.20 (o) respectively of the General Maximum Price Regulation. Said registration and licensing provisions became effective as to persons selling at wholesale on May 11, 1942, and as to persons selling at retail on May 18, 1942.

§ 1340.157 *Definitions.* When used in Price Schedule No. 88 (§§ 1340.155 and 1340.159, inclusive) the term:

(a) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

* * * * *

§ 1340.158a *Effective dates of amendments.* * * *

(y) Amendment No. 25 (§§ 1340.155 (a), 1340.155a and 1340.157 (a)) to Revised Price Schedule No. 88 shall become effective August 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 31st day of July 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42–7450; Filed, July 31, 1942; 5:05 p. m.]

PART 1340—FUEL

[Amendment 26 to Revised Price Schedule 88[2]]

PETROLEUM AND PETROLEUM PRODUCTS

A statement of the considerations involved in the issuance of this amendment is issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Section 1340.159 (c) (3) (iii) is amended to read as follows:

§ 1340.159 *Appendix A: Maximum prices for petroleum and petroleum products.* * * *

(c) *Specific prices.* * * *

(3) Distillate fuel oils:

* * * * *

(iii) Effective July 7, 1942, the maximum prices at the Virgin Islands of kerosene transshipped from Puerto Rico shall be 3 cents per gallon above the prices established by § 1340.159 (b) (1) to (b) (3) inclusive. This subdivision (iii) shall, unless earlier revoked or replaced, expire on September 21, 1942.

§ 1340.158a *Effective dates of amendments.* * * *

(z) Amendment No. 26 (§ 1340.159 (c) (3) (iii)) to Revised Price Schedule No. 88 shall become effective as of July 7, 1942, and shall unless earlier revoked or replaced, expire on September 21, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 31st day of July 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42–7451; Filed, July 31, 1942; 5:06 p. m.]

PART 1341—CANNED AND PRESERVED FOODS

[Amendment 1 to Maximum Price Regulation 185[1]]

INFORMATION TO PURCHASERS

A statement of the considerations involved in the issuance of this Amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

A new § 1341.106a, a new paragraph (a) (7) to § 1341.110 and a new § 1341.114 are added as set forth below.

§ 1341.106a *Information to purchasers from canners.* (a) Any canner selling any canned fruits or canned berries packed after the 1941 pack to any wholesaler, retailer, or any other purchaser for resale, shall, before making such sale or on his invoice disclose in writing to such purchaser, for each kind, grade, brand and container size, his weighted average price, his maximum price, and the amount of the difference between his weighted average price and his maximum price.

(b) In disclosing such information, the canner's weighted average price shall be designated as the "base price," his maximum price shall be designated as the "maximum price" and the amount of the difference between his weighted average price and his maximum price shall be designated as the "permitted increase."

(c) Any such canner may disclose such information by stating such information on his invoice for each kind, grade, brand

---

[1] 7 F.R. 2719.

[2] 7 F.R. 1371, 1798, 1799, 1836, 2132, 2304, 2352, 2634, 2945, 3116, 3166, 3482, 3524, 3552, 3576, 3895, 3963, 4483, 4653, 5854, 4857.

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 3153, 3330, 3666, 3990, 3991, 4339, 4487, 4659, 4738, 5027.

[2] 7 F.R. 1107, 1371, 1798, 1799, 1836, 2132, 2304, 2352, 2634, 2945, 3110, 3462, 3524, 3576, 3895, 3963, 4483, 4653, 4854, 4857.

[1] 7 F.R. 5772.

and container size of canned fruits and canned berries on the first occasion that he sells such kind, grade, brand and container size to the purchaser; or, any such canner may prepare and supply to the purchaser at or before the first sale to such purchaser of any kind, grade, brand and container size of canned fruits and canned berries, one or more lists or statements containing such information. Any such canner may include in any such list or statement any number of kinds, grades, brands and container sizes of canned fruits and canned berries with the required information for each.

(d) For the purposes of this section: (1) The weighted average price for any grade and container size for which the maximum price was determined by proportionate relationship to an established maximum price shall be deemed to be the price which bears the same ratio to the weighted average price of the grade and container size used as the basis for establishing the proportionate relationship, as the maximum price computed by the use of proportionate relationship bears to the maximum price from which it was so computed

(2) When any such canner has established a maximum price for any kind, grade and container size by using the maximum price of his competitor, as provided in paragraph (d) of § 1341.102, his weighted average price shall be deemed to be the same as the weighted average price of such competitor.

(3) When any such canner makes application to determine a maximum price after specific authorization by the Office of Price Administration, as provided in paragraph (e) of § 1341.102, such authorization, when given, will be accompanied by instructions as to the method for determining the price to be deemed the weighted average price.

§ 1341.110. *Definitions.* (a) When used in this Maximum Price Regulation No. 185 the term:

* * * * *

(7) "Kind", when referring to any canned fruits or canned berries, also refers to the style of the pack of such canned fruits or canned berries.

§ 1341.114 *Effective dates of amendments.* (a) Amendment No. 1 (§ 1341.106a, paragraph (a) (7) to §1341.110 and § 1341.114) to Maximum Price Regulation No. 185 shall become effective on August 5, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 31st day of July 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7443; Filed, July 31, 1942; 5:04 p. m.]

PART 1341—CANNED AND PRESERVED FOODS

[Maximum Price Regulation 197]

CANNED FRUITS AND CANNED BERRIES AT WHOLESALE AND RETAIL

In the judgment of the Price Administrator, the determination of maximum prices for canners of fruits and berries under Maximum Price Regulation No. 185[1] will result in maximum prices which will not be generally fair and equitable to wholesalers and retailers as applied to the 1942 pack and which will seriously impair the distribution of such commodities. The Price Administrator has ascertained and given due consideration to the prices of canned fruits and canned berries prevailing between October 1 and October 15, 1941, and has made adjustments for such relevant factors as he has determined and deemed to be of general applicability. So far as is practicable, the Price Administrator has advised and consulted with representative members of the industry which will be affected by this regulation.

In the judgment of the Price Administrator, the maximum prices established by this regulation for the sale of canned fruits and canned berries at wholesale and retail are and will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942. A statement of the considerations involved in the issuance of this Regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

The maximum prices established herein are not below prices which will reflect to the producers of the raw agricultural commodities from which canned fruits and canned berries are manufactured, prices for their commodities equal to the highest of any of the following prices therefor determined and published by the Secretary of Agriculture: (1) 110 per centum of the parity price for each such commodity, adjusted by the Secretary of Agriculture for grade, location and seasonal differentials; (2) the market prices prevailing for each such commodity on October 1, 1941; (3) the market prices prevailing for each such commodity on December 15, 1941; or (4) the average prices for such commodity during the period July 1, 1919 to June 30, 1929.

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, and in accordance with Procedural Regulation No. 1,[2] Maximum Price Regulation No. 197 is hereby issued.

AUTHORITY: §§ 1341.151 to 1341.171 inclusive, issued under Pub. Law 421, 77th Cong.

§1341.151 *Prohibition against dealing in canned fruits and canned berries above maximum prices.*

On and after August 5, 1942, regardless of any contract or other obligation,

(a) No wholesaler or retailer shall sell or deliver any canned fruits or canned berries at a price higher than the maximum price established pursuant to the provisions of this Maximum Price Regulation No. 197.

(b) No person in the course of trade or business shall buy or receive any canned fruits or canned berries from a wholesaler or retailer at a price higher than the maximum price established pursuant to the provisions of this Maximum Price Regulation No. 197; and

(c) No wholesaler or retailer or other person shall agree, offer, solicit or attempt to do any of the foregoing.

§ 1341.152 *Wholesaler's maximum prices for canned fruits and canned berries.* (a) The wholesaler's maximum price per dozen for each kind, grade, brand and container size of canned fruits or canned berries, except canned pineapple and canned pineapple juice, shall be:

(1) The wholesaler's maximum price per dozen for such kind, grade, brand and container size computed in accordance with the General Maximum Price Regulation,[3] except that February 1942, shall be substituted for March 1942, in computing the maximum price in accordance with §§ 1499.2 and 1499.3 of the General Maximum Price Regulation; plus

(2) The amount reported by the wholesaler's supplier as the permitted increase for such kind, grade, brand and container size, pursuant to the provisions of § 1341.106a[4] of Maximum Price Regulation No. 185.

(b) No wholesaler shall so determine his maximum price for any brand and container size of any kind and grade of such canned fruits and canned berries until he has purchased or contracted to purchase from the 1942 pack a quantity which equals or exceeds 10 per centum of his total purchases of such kind and grade from the 1941 pack. If at the time of computing his maximum price for any kind, grade, brand and container size of such canned fruits or canned berries, the wholesaler has purchased or contracted to purchase the same kind, grade, brand and container size from two or more canners, he shall use as the amount to be added pursuant to paragraph (a) (2) of this section the amount reported as the permitted increase by the canner from whom the largest amount of such kind, grade, brand and container size was purchased.

§ 1341.153 *Retailer's maximum prices for canned fruits and canned berries.* (a) The retailer's maximum price per can or container for each kind, grade, brand and container size of canned fruits or canned berries, except canned pineapple and canned pineapple juice, shall be:

(1) His maximum price per can or container, as determined or to be determined in accordance with §§ 1499.2 and 1499.3 of the General Maximum Price Regulation, for each kind, grade, brand and container size; plus

(2) One-twelfth of the amount reported by his supplier as the permitted increase per dozen for such kind, grade, brand and container size, pursuant to the provisions of § 1341.106a of Maximum Price Regulation No. 185 or § 1341.156 of this Maximum Price Regulation No. 197. Any maximum price computed hereunder to a fraction of a cent, shall be adjusted to the nearest lower cent if such fraction is less than one-half cent and shall be

---

[1] 7 F.R. 5772.
[2] 7 F.R. 971, 3663
[3] 7 F.R. 3153, 3330, 3666, 3990, 3991, 4339, 4487, 4659, 4738, 5027, 5276, 5192, 5365, 5445, 5484, 5565, 5775, 5783, 5784.
[4] *Supra.*

adjusted to the nearest higher cent if such fraction is one-half cent or more.

(b) The retailer's maximum price for each kind, grade, brand and container size of such canned fruits and canned berries shall be so determined after receipt by him of his first delivery of such kind, grade, brand and container size after August 5, 1942.

§ 1341.154 *Maximum prices for canned pineapple and canned pineapple juice, except canned Cuban pineapple and canned Cuban pineapple juice.* (a) The wholesaler's maximum price per dozen for each grade, brand and container size of canned pineapple or canned pineapple juice, except canned Cuban pineapple and canned Cuban pineapple juice shall be:

(1) The wholesaler's maximum price per dozen for such grade, brand and container size computed in accordance with the General Maximum Price Regulation, except that February 1942, shall be substituted for March 1942, in computing the maximum price in accordance with §§ 1499.2 and 1499.3 of the General Maximum Price Regulation; plus

(2) The difference between the price for such grade, brand and container size, f. o. b. canner's shipping point, on the canner's price list for November 1941, and such canner's maximum price, f. o. b. canner's shipping point.

(b) The retailer's maximum price per can or container for each grade, brand and container size of canned pineapple or canned pineapple juice shall be:

(1) His maximum price per can or container, as determined or to be determined in accordance with §§ 1499.2 and 1499.3 of the General Maximum Price Regulation, for each grade, brand and container size; plus

(2) In the case of a retailer purchasing directly from a canner, one-twelfth of the amount of the difference between the price for such grade, brand and container size, f. o. b. canner's shipping point, on the canner's price list for November 1941, and such canner's maximum price, f. o. b. canner's shipping point; or

(3) In the case of a retailer purchasing from a wholesaler, one-twelfth of the amount of the permitted increase for such grade, brand and container size, as reported by the wholesaler pursuant to the provisions of § 1341.156 of this Maximum Price Regulation No. 197.

(c) Any retailer's maximum price per can or container computed to a fraction of a cent under the provisions of this section, shall be adjusted to the nearest lower cent if such fraction is less than one-half cent and shall be adjusted to the nearest higher cent if such fraction is one-half cent or more.

§ 1341.155 *Maximum prices for canned Cuban pineapple and canned Cuban pineapple juice.* (a) The maximum price of an importer of canned Cuban pineapple or canned Cuban pineapple juice, who sells to industrial, institutional or commercial users, for each grade, brand and container size, shall be:

(1) The highest selling price of such importer during the month of November 1941; plus

(2) The amount of the difference between the highest cost of such importer, ex dock, in November 1941, and the highest cost to such importer, ex dock, in March 1942.

(3) The highest selling price during the month of November 1941, shall be the highest price charged by such importer for the same grade, brand and container size delivered during November 1941, or, if he made no such delivery, the highest price at which he offered such grade and container size for delivery during November 1941 to a purchaser of the same class.

(b) The maximum price of a wholesaler or retailer of canned Cuban pineapple or canned Cuban pineapple juice, for each grade and container size, shall be:

(1) The price which bears the same proportionate relationship to his maximum price established under this Maximum Price Regulation No. 197 for the same grade and container size of canned Hawaiian pineapple or canned Hawaiian pineapple juice, as the highest price charged by him in 1941, prior to December 1, for such grade and container size of canned Cuban pineapple or canned Cuban pineapple juice bore to the highest price charged by him during the same period for the same grade and container size of canned Hawaiian pineapple or canned Hawaiian pineapple juice.

(c) In the event that such wholesaler or retailer cannot determine such proportionate relationship for any grade and container size pursuant to paragraph (b) (1) of this section, he shall use the maximum price of his most closely competitive seller for such grade and container size. His most closely competitive seller shall be deemed to be a seller who deals in the same commodities, sells to the same class of purchasers and is located nearest to such wholesaler or retailer.

(d) In no event shall the maximum price of a wholesaler or retailer for any grade and container size of canned Cuban pineapple or canned Cuban pineapple juice exceed his maximum price for the same grade and container size of canned Hawaiian pineapple or canned Hawaiian pineapple juice. In the event that a wholesaler or retailer has not established a maximum price under the provisions of this Maximum Price Regulation No. 197 for any grade and container size of canned Hawaiian pineapple or canned Hawaiian pineapple juice, his maximum price for the same grade and container size of canned Cuban pineapple or canned Cuban pineapple juice shall in no event exceed the maximum price for the same grade and container size of canned Hawaiian pineapple or canned Hawaiian pineapple juice established by his most closely competitive seller as defined in paragraph (c) of this section.

§ 1341.156 *Information to purchasers from wholesalers.* (a) Within ten days after establishing his maximum price per dozen for any kind, grade, brand and container size of canned fruits or canned berries, except canned Cuban pineapple and canned Cuban pineapple juice, under the provisions of this Maximum Price Regulation No. 197, each wholesaler shall (1) prepare and supply to each retailer to whom he sells, contracts to sell or quotes prices on such kind, grade, brand and container size, a statement in writing showing his maximum price for the month of February 1942, which shall be designated as the "base price", his maximum price as computed under the provisions of this regulation, which shall be designated as the "maximum price" and the amount of the difference between such prices, which shall be designated as the "permitted increase" and (2) file a copy of each such statement with the nearest Regional, State, District or Field Office of the Office of Price Administration.

(b) The statement to be supplied by the wholesaler to the retailer under paragraph (a) of this section, shall contain the following notice:

Maximum Price Regulation No. 197, issued by the Office of Price Administration on July 31, 1942, has adjusted the retailer's maximum price on the kinds, grades, brands and container sizes of canned fruits and berries for which permitted increases are indicated in this Statement. The retailer's adjusted maximum price provided by Maximum Price Regulation No. 197 shall be computed by the retailer by adding to his maximum price per can or container for each kind, grade, brand and container size as determined under the General Maximum Price Regulation one-twelfth of the permitted increase reported by the supplier from whom the retailer received his first delivery after August 5, 1942, of such kind, grade, brand and container size. Such adjusted maximum price shall remain the retailer's maximum price on all sales of such kind, grade, brand and container size of canned fruits or berries, regardless of whether the particular stock was acquired by the retailer from the same or a different supplier or had been acquired by the retailer prior to August 5, 1942. In computing the maximum price, any fraction of less than one-half cent shall be adjusted to the nearest lower cent, and any fraction of more than one-half cent shall be adjusted to the nearest higher cent. Each retailer shall post his ceiling price of canned peaches, pears, pineapple, and pineapple juice in accordance with the provisions of the General Maximum Price Regulation. The retailer should direct any question he may have to his nearest OPA office.

§ 1341.157 *Less than maximum prices.* Lower prices than those established by this Maximum Price Regulation No. 197 may be charged, demanded, paid or offered.

§ 1341.158 *Customary allowances or discounts.* No wholesaler or retailer shall change his customary allowances or discounts unless such change results in the same or lower prices.

§ 1341.159 *Transfer of business or stock in trade.* If the business, assets or stock in trade of a wholesaler or retailer

are sold or otherwise transferred on or after the effective date of this Maximum Price Regulation No. 197, and the transferee carries on the business, the maximum prices of the transferee shall be the same as those to which his transferor would have been subject if no such transfer had taken place and his obligation to keep records sufficient to verify such prices shall be the same. The transferor shall either preserve and make available, or turn over to the transferee, all records of transactions prior to the transfer which are necessary to enable the transferee to comply with the record provisions contained in this regulation.

§ 1341.160 *Evasion.* The price limitations set forth in this Maximum Price Regulation No. 197 shall not be evaded, whether by direct or indirect methods, in connection with an offer, solicitation, agreement, sale, delivery, purchase or receipt of or relating to canned fruits or canned berries, alone or in conjunction with any other commodity or by way of any commission, service, transportation, or other charge or discount, premium or other privilege, or by tying-agreement or other trade understanding, or otherwise.

§ 1341.161 *Enforcement.* Persons violating any provisions of this Maximum Price Regulation No. 197, are subject to the criminal penalties, civil enforcement actions, license suspension proceedings and suits for treble damages provided for by the Emergency Price Control Act of 1942.

§ 1341.162 *Records and reports.* Every person who makes sales of canned fruits or canned berries at wholesale or retail after August 5, 1942, shall (a) preserve for examination by the Office of Price Administration for a period of two years all his existing records which were the basis for the computations required by §§ 1341.152, 1341.153, 1341.154, and 1341.155, and (b) preserve for the same period all records of the same kind as he has customarily kept, relating to the prices which he charged for canned fruits and canned berries sold on and after August 5, 1942, and (c) preserve for the same period all existing records showing, as precisely as possible, the basis upon which he determined his maximum prices for each kind, grade, brand and container size of canned fruits and canned berries, and (d) preserve for the same period a true copy of each statement filed with the Office of Price Administration pursuant to the provisions of § 1341.156.

§ 1341.163 *Licensing; applicability of the registration and licensing provisions of the General Maximum Price Regulation.* The registration and licensing provisions of §§ 1499.15 and 1499.16 of the General Maximum Price Regulation are applicable to every person selling at wholesale or retail any canned fruits or canned berries covered by this Maximum Price Regulation No. 197. When used in this section the terms "selling at wholesale" and "selling at retail" have the definitions given to them by §§ 1499.20 (p) and 1499.20 (o) respectively of the General Maximum Price Regulation.

§ 1341.164 *Marking and posting by retailers; applicability of the marking and posting provisions of the General Maximum Price Regulation.* The marking and posting provisions of § 1499.13 of the General Maximum Price Regulation are applicable to every person selling at retail any canned fruits referred to in that section or in Appendix B of the General Maximum Price Regulation.

§ 1341.165 *Petitions for amendment.* Persons seeking a modification of this Maximum Price Regulation No. 197 may file a petition therefor in accordance with the provisions of Procedural Regulation No. 1, issued by the Office of Price Administration.

§ 1341.166 *Applications for adjustment.* (a) The Office of Price Administration, or any duly authorized officer thereof, may by order adjust the maximum price established under this Maximum Price Regulation No. 197 for any seller at retail in any case in which such seller shows:

(1) That such maximum price is abnormally low in relation to the maximum prices of the same or similar commodities established for other sellers at retail; and

(2) That this abnormality subjects him to substantial hardship.

Applications for adjustment under this paragraph (a) shall be filed in accordance with Temporary Procedural Regulation No. 2.[5]

(b) The Office of Price Administration, or any duly authorized officer thereof, may by order adjust the maximum price established under this Maximum Price Regulation No. 197 for any seller at wholesale in any case in which such seller shows:

(1) That such maximum price causes him substantial hardship and is abnormally low in relation to the maximum prices established for competitive sellers of the same or similar commodities; and

(2) That establishing for him a maximum price, bearing a normal relation to the maximum prices established for competitive sellers of the same or similar commodities, will not cause or threaten to cause an increase in the level of retail prices.

Applications for adjustment under this paragraph (b) shall be filed in accordance with Procedural Regulation No. 1.

(c) Any person seeking relief, for which no provision is made in the foregoing paragraphs (a) and (b) of this section, from a maximum price established under this Maximum Price Regulation No. 197 may present the special circumstances of his case in an application for an order of adjustment. Such an application shall be filed in accordance with Procedural Regulation No. 1 and shall set forth the facts relating to the hardship to which such maximum price subjects the applicant together with a statement of the reasons why he believes that the granting of relief in his case and in all like cases will not defeat or impair the policy of the Emergency Price Control Act of 1942 and of this Maximum Price Regulation No. 197 to eliminate the danger of inflation.

[5] 7 F.R. 3522, 3664.

§ 1341.167 *Applicability.* The provisions of this Maximum Price Regulation No. 197 shall be applicable to the United States, its territories and possessions, and the District of Columbia.

§ 1341.168 *Applicability of the General Maximum Price Regulation.* (a) The provisions of this Maximum Price Regulation No. 197 supersede the provisions of the General Maximum Price Regulation with respect to sales and deliveries of canned fruits and canned berries at wholesale and retail for which maximum prices are established by this Maximum Price Regulation No. 197, except as provided in §§ 1341.163 and 1341.164 hereof, and except insofar as the provisions of §§ 1341.152, 1341.153 and 1341.154, direct that the methods of determining maximum prices set forth in §§ 1499.2 and 1499.3 of the General Maximum Price Regulation, be used herein.

(b) The provisions of the General Maximum Price Regulation shall apply to all sales and deliveries of any kind, grade, brand and container size of canned fruits and canned berries of the 1941 pack, or any earlier pack, until the wholesaler or retailer has established a maximum price for such kind, grade, brand and container size under the provisions of this Maximum Price Regulation No. 197.

§ 1341.169 *Sales for export.* The maximum prices at which a person may export canned fruits and canned berries shall be determined in accordance with the provisions of the Revised Maximum Export Price Regulation[6] issued by the Office of Price Administration.

§ 1341.170 *Definitions.* (a) When used in this Maximum Price Regulation No. 197 the term:

(1) "Persons" includes an individual, corporation, partnership, association, any other organized group of persons, legal successors or representatives of any of the foregoing and includes the United States, any agency thereof, any other Government, or any of its political subdivisions and any agency of any of the foregoing.

(2) "Canner" means a person who preserves by heating and hermetically sealing in containers of metal, glass or any other material any of the products defined herein as canned fruits or canned berries.

(3) "Canned fruits" means the following fruits and products preserved by heat and hermetically sealed in containers of metal, glass or any other material:

Apricots.
Cherries, red sour pitted.
Cherries, sweet.
Figs.
Fruit cocktail.
Fruits for salad.
Fruit juices and nectars, plain or mixed, made from the fruits listed in this paragraph.
Peaches, clingstone (including clingstone nectarines).
Peaches, freestone (including freestone nectarines).
Pears.
Pineapples.
Plums.
Prunes, fresh.

[6] 7 F.R. 5059.

(4) "Canned berries" means the following berries and products preserved by heat and hermetically sealed in containers of metal, glass or any other material:

Berry juices, made from the berries listed in this paragraph.
Blackberries.
Blueberries.
Boysenberries.
Cranberries.
Gooseberries.
Huckleberries.
Loganberries.
Raspberries, black.
Raspberries, red.
Strawberries.
Youngberries.

(5) "1941 pack" of any canned fruits or canned berries shall be that pack the major portion of which was processed and hermetically sealed in containers of metal, glass or any other material during the calendar year 1941.

(6) "Sale at retail" or "selling at retail" or words of similar import, means a sale or selling to an ultimate consumer other than an industrial, institutional or commercial user.

(7) "Sale at wholesale" or "selling at wholesale" or words of similar import, means a sale by a person who receives delivery of any canned fruits and canned berries for resale other than at retail. Sales by importers of canned Cuban pineapple and canned Cuban pineapple juice to wholesalers, jobbers, retailers or other persons for resale shall be deemed to be sales at wholesale.

(8) "Kind", when referring to any canned fruits or canned berries, also refers to the style of the pack of such canned fruits or canned berries.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used herein.

§ 1341.171 *Effective date.* This Maximum Price Regulation No. 197 (§§ 1341.151 to 1341.171, inclusive) shall become effective August 5, 1942.

Issued this 31st day of July 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7442; Filed, July 31, 1942; 5:04 p. m.]

[Maximum Rent Regulation 43]

PART 1388—DEFENSE-RENTAL AREAS

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES

In the judgment of the Administrator, rents for housing accommodations within each of the Defense-Rental Areas set out in § 1388.7051 (a) of this Maximum Rent Regulation, as designated in the Designation and Rent Declaration issued by the Administrator on April 28, 1942, as amended on May 22, 1942, and on May 30, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in the said Designation and Rent Declaration.

It is the judgment of the Administrator that by April 1, 1941, defense activities had not yet resulted in increases in rents for housing accommodations within each such Defense-Rental Area inconsistent with the purposes of the Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within each such Defense-Rental Area on or about March 1, 1942. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation for housing accommodations within each such Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation is hereby issued.

AUTHORITY: §§ 1388.7051 to 1388.7064, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.7051 *Scope of regulation.* (a) This Maximum Rent Regulation No. 43 applies to all housing accommodations within each of the following Defense-Rental Areas (each of which is referred to hereinafter in this Maximum Rent Regulation as the "Defense-Rental Area"), as designated in the Designation and Rent Declaration (§§ 1388.1201 to 1388.1205, inclusive) issued by the Administrator on April 28, 1942, as amended on May 22, 1942, and on May 30, 1942, except as provided in paragraph (b) of this section:

(1) The Charleston, South Carolina Defense-Rental Area, consisting of the counties of Charleston and Dorchester, in the State of South Carolina.

(2) The Amarillo Defense-Rental Area, consisting of the Counties of Potter and Randall, in the State of Texas.

(b) This Maximum Rent Regulation does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Rooms or other housing accommodations within hotels or rooming houses, or housing accommodations which have been, with the consent of the Administrator, brought under the control of the Maximum Rent Regulation for Hotels and Rooming Houses pursuant to the provisions of that regulation: *Provided,* That this Maximum Rent Regulation does apply to entire structures or premises though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of this Maximum Rent Regulation.

§ 1388.7052 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after the effective date of this Maximum Rent Regulation of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation may be demanded or received.

§ 1388.7053 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 43 are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on the effective date of this Maximum Rent Regulation, the services provided for housing accommodations are less than such minimum services the landlord shall either restore and maintain the minimum services or, within 30 days after such effective date, file a petition pursuant to § 1388.7055 (b) for approval of the decreased services. In all other cases, except as provided in § 1388.7055 (b), the landlord shall provide the minimum services unless and until an order is entered pursuant to that section approving a decrease of such services.

§ 1388.7054 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in §1388.7055) shall be: (a) For housing accommodations rented on March 1, 1942, the rent for such accommodations on that date.

(b) For housing accommodations not rented on March 1, 1942, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on March 1, 1942 nor during the two months ending on that date, but rented prior to the effective date of this Maximum Rent Regulation No. 43, the first rent for such accommodations after March 1, 1942. The Administrator may order a decrease in the maximum rent as provided in § 1388.7055 (c).

(d) For (1) newly constructed housing accommodations without priority

rating first rented after March 1, 1942 and before the effective date of this Maximum Rent Regulation, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in § 1388.7055 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after the effective date of this Maximum Rent Regulation No. 43, or (2) housing accommodations changed on or after such effective date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between January 1, 1942 and such effective date, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on March 1, 1942. In cases involving construction due consideration shall be given to increased costs of construction, if any, since March 1, 1942.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.7055 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved, but in no event more than the rent on March 1, 1942 or, if the accommodations were not rented on that date, more than the first rent after that date.

(g) For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on March 1, 1942, as determined by the owner of such accommodations: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.7055 (c).

(h) For housing accommodations rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments, for which the rent is fixed by the national rent schedule of the War or Navy Department, the rents established on the effective date of this Maximum Rent Regulation No. 43 by such rent schedule. The Administrator may order an increase in such rents, if he finds that such increase is not inconsistent with the purposes of the Act or this Maximum Rent Regulation.

§ 1388.7055 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on March 1, 1942 the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on March 1, 1942. In cases involving construction due consideration shall be given to increased costs of construction, if any, since March 1, 1942. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on March 1, 1942.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after the effective date of this Maximum Rent Regulation No. 43 a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to March 1, 1942 and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on March 1, 1942 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on March 1, 1942.

(5) There was in force on March 1, 1942 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on March 1, 1942; or the housing accommodations were not rented on March 1, 1942, but were rented during the two months ending on that date, and the last rent for such accommodations during that two-month period was fixed by a written lease, which was in force more than one year prior to March 1, 1942, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on March 1, 1942.

(6) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on the effective date of this Maximum Rent Regulation the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, within 30 days after such effective date file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.7054 is higher than the rent generally prevailing in the Defense-Rental Area for comparable hous-

ing accommodations on March 1, 1942; or the maximum rent for housing accommodations under paragraph (e) of § 1388.7054 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on March 1, 1942.

(5) The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed within 30 days after the effective date of this maximum Rent Regulation, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on March 1, 1942.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.7056 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 43; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or (3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 43 and would not be likely to result in the circumvention or evasion thereof.

(c) The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

The provisions of this section shall not apply to housing accommodations rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments, for which the rent is fixed by the national rent schedule of the War or Navy Departments.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.7057 *Registration.* Within 45 days after the effective date of this Maximum Rent Regulation No. 43, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided

therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

The foregoing provisions of this section shall not apply to housing accommodations under § 1388.7054 (g). The owner of such housing accommodations shall file a schedule or schedules, setting out the maximum rents for all such accommodations in the Defense-Rental Area and containing such other information as the Administrator shall require. A copy of such schedule or schedules shall be posted by the owner in a place where it will be available for inspection by the tenants of such housing accommodations.

The provisions of this section shall not apply to housing accommodations rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments, for which the rent is fixed by the national rent schedule of the War or Navy Department.

§ 1388.7058 *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations and any tenant shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.7059 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 43 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.7060 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 43 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.7061 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 43 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.7062 *Petitions for Amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation, No. 43 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.7063 *Definitions.* (a) When used in this Maximum Rent Regulation No. 43:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and priviliges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly, or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 43.

§ 1388.7064 *Effective date of the regulation.* This Maximum Rent Regulation No. 43 (§§ 1388.7051 to 1388.7064, inclusive) shall become effective August 1, 1942.

Issued this 31st day of July 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7453; Filed, July 31, 1942; 5:10 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation 44A]

HOTELS AND ROOMING HOUSES

In the judgment of the Administrator, rents for housing accommodations within each of the Defense-Rental Areas set out in § 1388.8001 (a) of this Maximum Rent Regulation, as designated in the Designation and Rent Declaration issued by the Administrator on April 28, 1942, as amended on May 22, 1942, and on May 30, 1942, have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in the said Designation and Rent Declaration.

It is the judgment of the Administrator that by April 1, 1941, defense activities had not yet resulted in increases in rents for housing accommodations within each such Defense-Rental Area inconsistent with the purposes of the

Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within each such Defense-Rental Area on or about March 1, 1942. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator, the maximum rents established by this Maximum Rent Regulation for rooms in hotels and rooming houses within each such Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 44A is hereby issued.

AUTHORITY: §§ 1388.8001 to 1388.8014, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.8001 *Scope of regulation.* (a) This Maximum Rent Regulation No. 44A applies to all rooms in hotels and rooming houses within each of the following Defense-Rental Areas (each of which is referred to hereinafter in this Maximum Rent Regulation as the "Defense-Rental Area"), as designated in the Designation and Rent Declaration (§§ 1388.1201 to 1388.1205, inclusive) issued by the Administrator on April 28, 1942, as amended on May 22, 1942, and on May 30, 1942, except as provided in paragraph (b) of this section:

(1) The Charleston, South Carolina Defense-Rental Area, consisting of the Counties of Charleston and Dorchester, in the State of South Carolina.

(2) The Amarillo Defense-Rental Area, consisting of the Counties of Potter and Randall, in the State of Texas.

(b) This Maximum Rent Regulation No. 44A does not apply to the following:

(1) Rooms situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Rooms occupied by domestic servants, caretakers, managers, or other employees to whom the rooms are provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the rooms are a part;

(3) Rooms in hospitals, or rooms of charitable or educational institutions used in carrying out their charitable or educational purposes;

(4) Entire structures or premises used as hotels or rooming houses, as distinguished from the rooms within such hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 44A is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of this Maximum Rent Regulation.

(e) Where a building or establishment which does not come within the definitions of a hotel or rooming house contains one or more furnished rooms or other furnished housing accommodations rented on a daily, weekly or monthly basis, the landlord may, with the consent of the Administrator, elect to bring all housing accommodations within such building or establishment under the control of this Maximum Rent Regulation. A landlord who so elects shall file a registration statement under this Maximum Rent Regulation for all such housing accommodations, accompanied by a written request to the Administrator to consent to such election.

If the Administrator finds that the provisions of this Maximum Rent Regulation No. 44A establishing maximum rents are better adapted to the rental practices for such building or establishment than the provisions of the Maximum Rent Regulation for Housing Accommodations other than Hotels and Rooming Houses, he shall consent to the landlord's election. Upon such consent, all housing accommodations within such building or establishment which are or hereafter may be rented or offered for rent shall become subject to the provisions of this Maximum Rent Regulation, and shall be considered rooms within a rooming house for the purposes of the provisions relating to eviction.

The landlord may at any time, with the consent of the Administrator, revoke his election, and thereby bring under the control of the Maximum Rent Regulation for Housing Accommodations other than Hotels and Rooming Houses all housing accommodations previously brought under this Maximum Rent Regulation by such election. He shall make such revocation by filing a registration statement or statements under the Maximum Rent Regulation for Housing Accommodations other than Hotels and Rooming Houses, including in such registration statement or statements all housing accommodations brought under this Maximum Rent Regulation by such election. Such registration statement or statements shall be accompanied by a written request to the Administrator to consent t such revocation. The Administrator may defer action on such request if he has taken or is about to take action o decrease the maximum rents of any housing accommodations within such building or establishment. If the Administrator finds that the revocation so requested will not result in substantial increases in the maximum rents of housing accommodations affected by such revocation, he shall give such consent. Upon such consent, all housing accommodations affected by such revocation shall become subject to the provisions of the Maximum Rent Regulation for Housing Accommodations other than Hotels and Rooming Houses.

§ 1388.8002 *Prohibitions.* (a) Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after the effective date of this Maximum Rent Regulation No. 44A of any room in a hotel or rooming house within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation may be demanded or received.

(b) No tenant shall be required to change his term of occupancy if that will result in the payment of a higher amount per day than the maximum rent established for his present term of occupancy. Where, on June 15, 1942, or between that date and the effective date of this Maximum Rent Regulation No. 44A, a room was regularly rented or offered for rent for a weekly or monthly term of occupancy, the landlord shall continue to offer the room for rent for that term of occupancy, unless he offers another term of occupancy for a rent which results in the payment of an amount no higher per day.

§ 1388.8003 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 44A are for rooms including, as a minimum, services of the same type, quantity, and quality as those provided on the date or during the thirty-day period determining the maximum rent. If, on the effective date of this Maximum Rent Regulation, the services provided for rooms are less than such minimum services, the landlord shall either restore and maintain the minimum services, or within 30 days after such effective date, file a petition pursuant to § 1388.8005 (b) for approval of the decreased services. In all other cases, except as provided in § 1388.8005 (b), the landlord shall provide the minimum services unless and until an order is entered pursuant to that section approving a decrease of such services.

§ 1388.8004 *Maximum rents.* This section establishes separate maximum rents for different terms of occupancy (daily, weekly or monthly) and numbers of occupants of a particular room. Maximum rents for rooms in a hotel or rooming house (unless and until changed by the Administrator as provided in § 1388.8005) shall be:

(a) For a room rented or regularly offered for rent during the thirty days ending on March 1, 1942, the highest rent for each term or number of occupants for which the room was rented during that thirty-day period, or, if the room was not rented or was not rented for a particular term or number of occupants during that period, the rent for each term or number of occupants for which it was regularly offered during such period.

(b) For a room neither rented nor regularly offered for rent during the thirty days ending on March 1, 1942, the highest rent for each term or number

of occupants for which the room was rented during the thirty days commencing when it was first offered for rent after March 1, 1942; or, if the room was not rented or was not rented for a particular term or number of occupants during that period, the rent for each term or number of occupants for which it was regularly offered during such period.

(c) For a room rented for a particular term or number of occupants for which no maximum rent is established under paragraphs (a) or (b) of this section. the first rent for the room after March 1, 1942 for that term and number of occupants, but not more than the maximum rent for similar rooms for the same term and number of occupants in the same hotel or rooming house.

(d) For a room constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable rooms on March 1, 1942, as determined by the owner of such rooms: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in § 1388.8005 (c) (1).

(e) For a room with which meals were provided during the thirty-day period determining the maximum rent without separate charge therefor, the rent apportioned by the landlord from the total charge for the room and meals. The landlord's apportionment shall be fair and reasonable and shall be reported in the registration statement for such room. The Administrator at any time on his own initiative or on application of the tenant may by order decrease the maximum rent established by such apportionment if he finds that the apportionment was unfair or unreasonable.

Every landlord who provides meals with accommodations shall make separate charges for the two. No landlord shall require the taking of meals as a condition of renting any room unless the room was rented or offered for rent on that basis on June 15, 1942.

(f) For a room rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments, for which the rent is fixed by the national rent schedule of the War or Navy Department, the rents established on the effective date of this Maximum Rent Regulation No. 44A by such rent schedule. The Administrator may order an increase in such rents, if he finds that such increase is not inconsistent with the purposes of the Act or this Maximum Rent Regulation.

§ 1388.8005 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. Except in cases under paragraphs (a) (7) and (c) (4) of this section, every adjustment of a maximum rent shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable rooms on March 1, 1942; *Provided, however,* That no maximum rent shall be increased because of a major capital improvement or an increase in services, furniture, furnishings or equipment, by more than the amount which the Administrator finds would have been on March 1, 1942, the difference in the rental value of the accommodations by reason of such improvement or increase. In cases involving construction due consideration shall be given to increased costs of construction, if any, since March 1, 1942. In cases under paragraphs (a) (7) and (c) (4) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable rooms during the year ending on March 1, 1942.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been, since the thirty-day period or the order determining the maximum rent for the room, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, on or prior to March 1, 1942 and within the six months ending on that date, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent during the thirty-day period ending on March 1, 1942 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the room since the thirty-day period or the order determining its maximum rent.

(4) The rent during the thirty-day period determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant, or by an allowance or discount to a tenant of a class of persons to whom the landlord regularly offered such an allowance or discount, and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable rooms on March 1, 1942.

(5) There was in force on March 1, 1942 a written lease, which had been in force more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable rooms on March 1, 1942.

(6) The rent during the thirty-day period determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

(7) The rent during the thirty-day period determining the maximum rent for the room was substantially lower than at other times of year by reason of seasonal demand for such room. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If on the effective date of this Maximum Rent Regulation No. 44A, the services provided for a room are less than those provided on the date or during the thirty-day period determining the maximum rent, the landlord shall either restore the services to those provided on the date or during the thirty-day period determining the maximum rent and maintain such services or, within 30 days after such effective date, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for the room is higher than the rent generally prevailing in the Defense-Rental Area for comparable rooms on March 1, 1942.

(2) There has been a substantial deterioration of the room other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the room since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent for the room was substantially higher than at other times of year by reason of seasonal demand for such room. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed within 30 days after the effective date of this Maximum Rent Regulation No. 44A, or at any time on his own intiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable rooms on March 1, 1942.

§ 1388.8006 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant of a room

within a hotel or rooming house shall be removed from such room, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 44A; or

(2) The tenant has unreasonably refused the landlord access to the room for the purpose of inspection or of showing the room to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein; *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the room is contrary to the provisions of the tenant's lease or other rental agreement, or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the room for an immoral or illegal purpose; or

(4) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the room or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(5) The landlord seeks in good faith not to offer the room for rent. If a tenant has been removed or evicted from a room under this paragraph (a) (5), such room shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the room during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation and would not be likely to result in the circumvention or evasion thereof.

(c) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(d) The provisions of this section do not apply to:

(1) A subtenant or other person who occupied under a rental agreement with the tenant where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant; or

(2) A tenant occupying a room within a hotel on a daily or weekly basis; or a tenant occupying on a daily basis a room within a rooming house which has heretofore usually been rented on a daily basis.

(3) Rooms rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments, for which the rent is fixed by the national rent schedule of the War or Navy Department.

No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.8007 *Registration.* (a) Within 45 days after the effective date of this Maximum Rent Regulation No. 44A, every landlord of a room rented or offered for rent shall file a written statement on the form provided therefor, containing such information as the Administrator shall require, to be known as a registration statement. Any maximum rent established after the effective date of this Maximum Rent Regulation under paragraphs (b) or (c) of § 1388.8004 shall be reported either on the first registration statement or on a statement filed within 5 days after such rent is established.

(b) Every landlord shall conspicuously display in each room rented or offered for rent a card or sign plainly stating the maximum rent or rents for all terms of occupancy and for all numbers of occupants for which the room is rented or offered for rent. Where the taking of meals by the tenant or prospective tenant is a condition of renting such room, the card or sign shall so state. Should the maximum rent or rents for the room be changed by order of the Administrator, the landlord shall alter the card or sign so that it states the changed rent or rents.

The foregoing provisions of this paragraph shall not apply to rooms under § 1388.8004 (d). The owner of such rooms shall post a copy of the registration statement in a place where it will be available for inspection by the tenants of such rooms.

(c) No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

(d) The provisions of this section shall not apply to rooms rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments, for which the rent is fixed by the national rent schedule of the War or Navy Department.

§ 1388.8008 *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of a room and any tenant shall permit such inspection of the room by the Administrator as he may, from time to time, require.

§ 1388.8009 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 44A shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of a room, by requiring the tenant to pay or obligate himself for membership or other fees, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with the room, or otherwise.

§ 1388.8010 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 44A are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.8011 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 44A shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.8012 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 44A may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.8013 *Definitions.* (a) When used in this Maximum Rent Regulation No. 44A:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The "Area Rent Office" means the office of the Rent Director in the Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, asso-

ciation, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes (including houses, apartments, hotels, rooming or boarding house accommodations, and other properties used for living or dwelling purposes), together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "room" means a room or group of rooms rented or offered for rent as a unit in a hotel or rooming house. The term includes ground rented as space for a trailer.

(8) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of a room.

(9) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any room, or an agent of any of the foregoing.

(10) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any room.

(11) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of a room or for the transfer of a lease of such room.

(12) The term "term of occupancy" means occupancy on a daily, weekly or monthly basis.

(13) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(14) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room, or rooms not constituting an apartment are rented on a short time basis of daily, weekly, or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation.

§ 1388 8014 *Effective date of the regulation.* This Maximum Rent Regulation No. 44A (§§ 1388.8001 to 1388.8014, inclusive) shall become effective August 1, 1942.

Issued this 31st day of July 1942.

LEON HENDERON,
Administrator.

[F. R. Doc. 42-7452; Filed, July 31, 1942; 5:10 p. m.]

PART 1416—COAL TAR

[Maximum Price Regulation 192]

IMPORTED CRESYLIC ACID

In the judgment of the Price Administrator the prices of imported cresylic acid have risen and are threatening to rise to an extent and in a manner inconsistent with the Emergency Price Control Act of 1942. The Price Administrator has ascertained and given due consideration to the prices of imported cresylic acid prevailing between October 1 and October 15, 1941, and has made adjustments for such relevant factors as he has deemed to be of general applicability. So far as practicable, the Price Administrator has advised and consulted with representative members of the industry which will be affected by this regulation.

In the judgment of the Price Administrator, the maximum prices established by this regulation are generally fair and equitable and will effectuate the purposes of said Act. A statement of the considerations involved in the issuance of this regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, and in accordance with Procedural Regulation No. 1[1] issued by the Office of Price Administration, Maximum Price Regulation No. 192 is hereby issued.

Sec.

AUTHORITY: §§ 1416.51 to 1416.61, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1416.51 *Maximum prices for imported cresylic acid.* On and after August 5, 1942, regardless of any contract, agreement, lease, or other obligation, no person shall sell or deliver imported cresylic acid in quantities of 60 gallons or more, and no person shall buy or receive imported cresylic acid in quantities of 60 gallons or more, in the course of trade or business, at prices higher than the maximum prices determined in accordance with the provisions of Appendix A hereof, incorporated herein as § 1416.61; and no person shall agree, offer, solicit, or attempt to do any of the foregoing.

§ 1416.52 *Less than maximum prices.* Lower prices than those set forth in Appendix A hereof (§ 1416.61) may be charged, demanded, paid or offered.

§ 1416.53 *Evasion.* The price limitations set forth in this Maximum Price Regulation No. 192 shall not be evaded, whether by direct or indirect methods, in connection with an offer, solicitation, agreement, sale, delivery, purchase or receipt of or relating to imported cresylic acid, alone or in conjunction with any other commodity, or by way of commission, service, transportation, or other charge, or discount, premium or other privilege, or by tying agreement or other trade understanding or otherwise.

§ 1416.54 *Adjustable pricing.* Any person may offer or agree to adjust or fix prices to or at prices not in excess of the maximum prices in effect at the time of delivery. In an appropriate situation where a petition for amendment, adjustment or exception requires extended consideration, the Administrator may, upon application, grant permission to agree to adjust prices upon deliveries made during the pendency of the petition in accordance with the disposition of the petition.

§ 1416.55 *Records and reports.* (a) Every person making purchases or sales of imported cresylic acid in the course of trade or business on and after August 5, 1942, shall keep for inspection by the Office of Price Administration, for a period of not less than one year, complete and accurate records of every such purchase or sale, showing the date thereof, the name and address of the buyer and of the seller, the price contracted for or received, and the quantity of such imported cresylic acid purchased or sold.

(b) On or before September 5, 1942, every person who is the owner or consignee of imported cresylic acid purchased prior to August 5, 1942, shall report to the Office of Price Administration in Washington, D. C., the quantity of such imported cresylic acid, the name of the seller or sellers thereof, and the price paid therefor.

(c) Every person who, between August 5, 1942, and November 5, 1942, sells imported cresylic acid shall within ten days after each sale file with the Office of Price Administration in Washington, D. C., a duplicate or other true copy of the invoice or other record of such sale which is customarily furnished purchasers by such seller.

(d) Every person who buys or sells imported cresylic acid shall submit such other reports to the Office of Price Administration in addition to or in place

*Copies may be obtained from Office of Price Administration.

[1] 7 F.R. 971, 3663.

of those required under paragraphs (b) and (c) of this section and shall keep such other records in addition to or in place of the records required in paragraph (a) of this section as the Office of Price Administration may, from time to time, require.

§ 1416.56 *Enforcement.* (a) Persons violating any provision of this Maximum Price Regulation No. 192 are subject to criminal penalties, civil enforcement action, license suspension proceedings, and suits for treble damages provided for by the Emergency Price Control Act of 1942.

(b) Persons who have evidence of any violation of this Maximum Price Regulation No. 192, or of any price schedule, regulation, or order issued by the Office of Price Administration, or of any acts or practices which contsitute such a violation, are urged to communicate with the nearest District, State, Field, or Regional office of the Office of Price Administration, or with its principal office in Washington, D. C.

§ 1416.57 *Petitions for amendment.* Persons seeking any modification of this Maximum Price Regulation No. 192, or an adjustment or exception not provided for therein, may file petitions for amendment in accordance with the provisions of Procedural Regulation No. 1 issued by the Office of Price Administration.

§ 1416.58 *Applicability of General Maximum Price Regulation.*[2] The provisions of this Maximum Price Regulation No. 192 supersede the provisions of the General Maximum Price Regulation with respect to sales and deliveries for which maximum prices are established by this regulation.

§ 1416.59 *Definitions.* (a) When used in this Maximum Price Regulation No. 192, the term:

(1) "Person" means an individual, corporation, partnership, association, or any other organized group of persons or legal successor or representative of any of the foregoing, and includes the United States or any of its political subdivisions, or any other government or any agency of any of the foregoing.

(2) "Imported cresylic acid" means cresylic acid produced outside of the United States which, on being subjected to distillation, yields in the portion distilling below 190° centigrade a quantity of tar acids less than 5 per centum of the original distillate, and in the portion distilling below 215° centigrade a quantity of tar acids less than 75 per centum of the original distillate.

(3) "Importer" means the person who has purchased cresylic acid located outside the United States for shipment into the United States.

(4) "Sh pping point" means the point from which actual shipment is made.

(5) "United States" as used in this Maximum Price Regulation No. 192 includes, in addition to the continental United States, all of the territories and possessions thereof.

[2] 7 F.R. 3153, 3330, 3666, 3990, 3991, 4339, 4487, 4659, 4738, 5027, 5276, 5192, 5365, 5445.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Price Regulation No. 192.

§ 1416.60 *Appendix A: Maximum prices for imported cresylic acid*—(a) *Sales by importers.* Maximum prices for sales of imported cresylic acid in quantities of 60 gallons or more by the importer thereof, shall be the sum of the items listed below, f. o. b. importer's shipping point:

(1) Net amount paid for cresylic acid naked ex works, which amount with respect to purchases made after August 5, 1942, shall not be computed at a price in excess of $.70 per U. S. gallon.

(2) The following items of cost insofar as actually incurred by importer prior to clearance by customs inspectors of the United States, in no case in excess of a reasonable amount:

(i) Commission, not in excess of 3% of the item set forth in paragraph (a) (1) of this section, paid to foreign exporters or brokers, to the extent that such commission does not inure to the benefit of importer, directly or indirectly;

(ii) Filling charges in foreign country;

(iii) Transportation charges in foreign country, including all cartage and insurance charges incurred in connection with such transportation;

(iv) Containers;

(v) Ocean freight;

(vi) Marine insurance;

(vii) War risk insurance;

(viii) Duty on containers;

(ix) Entry charges.

(3) The following items of cost insofar as actually incurred by importer after clearance by customs inspectors of the United States, in no case in excess of a reasonable amount:

(i) Demurrage on pier;

(ii) Transportation charges, including all cartage and insurance charges incurred in connection with such transportation;

(iii) Storage charges, including warehouse insurance.

(4) Leakage loss actually borne by importer, to be computed percentagewise upon the basis of the cost to importer prior to clearance by customs inspectors of the United States of the particular shipment with respect to which such loss is claimed.

(5) A mark-up not to exceed $.10 per U. S. gallon.

(b) *Sales by persons other than importers.* Maximum prices for sales of imported cresylic acid in quantities of 60 gallons or more by sellers other than importers thereof, shall be the sum of the items listed below, f. o. b. seller's shipping point:

(1) Net amount paid for such imported cresylic acid by seller.

(2) The following additional items of cost insofar as actually incurred by seller, in no case in excess of a reasonable amount:

(i) Transportation charges, including all cartage and insurance charges incurred in connection with such transportation;

(ii) Storage charges, including warehouse insurance.

(3) Leakage loss actually borne by seller, to be computed percentagewise upon the basis of delivered cost to seller of the particular lot with respect to which such loss is claimed.

(4) A mark-up not to exceed $.05 per U. S. gallon.

(c) *Invoice requirement.* No charge may be made by any seller of imported cresylic acid which is not itemized in accordance with the designations set forth in paragraph (a) or (b) of this section, as the case may be, on an invoice furnished to buyer prior to payment by him.

§ 1416.61 *Effective date.* This Maximum Price Regulation No. 192 (§§ 1416.51 to 1416.61) shall become effective August 5, 1942.

Issued this 31st day of July 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7444; Filed, July 31, 1942; 5:09 p. m.]

PART 1419—EXPLOSIVES

[Maximum Price Regulation 191]

COTTON LINTERS AND HULL FIBERS

In the judgment of the Price Administrator, it is necessary and proper, in order to effectuate the purposes of the Emergency Price Control Act of 1942, to establish maximum prices for cotton linters and hull fibers as set forth in this Maximum Price Regulation No. 191. The Price Administrator has ascertained and given due consideration to the prices of cotton linters and hull fibers prevailing between October 1 and October 15, 1941, and has made adjustments for such relevant factors as he has determined and deemed to be of general applicability. So far as practicable, the Price Administrator has advised and consulted with representative members of the industry which will be affected by this regulation.

In the judgment of the Price Administrator the maximum prices established by this regulation are generally fair and equitable and effectuate the purposes of said Act. A statement of the considerations involved in the issuance of this regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

The maximum prices established herein are not below prices which will reflect to producers of the cottonseed from which cotton linters and hull fibers are obtained a price for such cottonseed equal to the highest of any of the following prices therefor determined and published by the Secretary of Agriculture: (a) 110 percentum of the parity price for such commodity, adjusted by the Secretary of Agriculture for grade, location,

*Copies may be obtained from the Office of Price Administration.

and seasonal differentials; (b) the market prices prevailing for such commodity on October 1, 1941; (c) the market prices prevailing for such commodity on December 15, 1941; or (d) the average prices for such commodity during the period July 1, 1919, to June 30, 1929.

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, and in accordance with Procedural Regulation No. 1,[1] issued by the Office of Price Administration, Maximum Price Regulation No 191 is hereby issued.

Sec.

AUTHORITY: §§ 1419.1 to 1419.11, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1419.1 *Maximum prices for cotton linters and hull fibers.* (a) On or after August 1, 1942, regardless of any contract, agreement, lease, or other obligation, no person shall sell or deliver cotton linters and hull fibers produced on or after August 1, 1942, and no person shall buy or receive such cotton linters and hull fibers in the course of trade or business, at prices higher than the maximum prices set forth in this section; and no person shall agree, offer, solicit or attempt to do any of the foregoing.

(b) The maximum price for cotton linters having a cellulose content of 73 per cent shall be $.0435 per pound, f. o. b. seller's shipping point. For every one per cent of cellulose content less than 73 per cent, there shall be deducted not less than $.0009 per pound. For every one per cent of cellulose content more than 73 per cent, there may be added not more than $.0009 per pound.

(c) The maximum price for hull fibers having a cellulose content of 70 per cent shall be $0.37 per pound, f. o. b. seller's shipping point. For every one per cent of cellulose content less than 70 per cent, there shall be deducted not less than $.0009 per pound. For every one per cent of cellulose content more than 70 per cent, there may be added not more than $.0009 per pound.

§ 1419.2 *Less than maximum prices.* Lower prices than those set forth in § 1419.1 may be charged, demanded, paid or offered.

§ 1419.3 *Export sales.* The maximum price at which a person may export cotton linters or hull fibers shall be determined in accordance with the provisions of the Maximum Export Price Regulation [2] issued by the Office of Price Administration.

§ 1419.4 *Adjustable pricing.* Any person may offer or agree to adjust or fix prices to or at prices not in excess of the maximum prices in effect at the time of delivery. In an appropriate situation where a petition for amendment or for adjustment or exception requires extended consideration, the Administrator may, upon application, grant permission to agree to adjust prices upon deliveries made during the pendency of the petition in accordance with the disposition of the petition.

§ 1419.5 *Evasion.* The price limitations set forth in this Maximum Price Regulation No. 191 shall not be evaded, whether by direct or indirect methods, in connection with an offer, solicitation, agreement, sale, delivery, purchase or receipt of or relating to cotton linters or hull fibers, alone or in conjunction with any other commodity, or by way of commission, service, transportation, or other charge, or discount, premium or other privilege, or by tying-agreement or other trade understanding, or otherwise.

§ 1419.6 *Enforcement.* (a) Persons violating any provision of this Maximum Price Regulation No. 191, are subject to the criminal penalties, civil enforcement actions, and suits for treble damages provided by the Emergency Price Control Act of 1942.

(b) Persons who have any evidence of any violation of this Maximum Price Regulation No. 191, or any price schedule, regulation or order issued by the Office of Price Administration, or of any acts or practices which constitute such a violation are urged to communicate with the nearest district, state, field or regional office of the Office of Price Administration or its principal office in Washington, D. C.

§ 1419.7 *Records and reports.* (a) Every person making a sale or purchase of cotton linters or hull fibers after August 1, 1942 for which, upon sale or purchase by that person, maximum prices are established by this Maximum Price Regulation No. 191, shall keep for inspection by the Office of Price Administration for a period of not less than one year complete and accurate records of each such purchase or sale showing the date thereof, the name and address of the buyer and the seller, the price paid or received, and the quantity of cotton linters or hull fibers bought or sold.

(b) Persons affected by this Maximum Price Regulation No. 191 shall submit such reports to the Office of Price Administration as it may from time to time require.

§ 1419.8 *Applicability of other regulations.* (a) The provisions of this Maximum Price Regulation No. 191 supersede the provisions of the General Maximum Price Regulation,[3] with respect to sales and deliveries for which maximum prices are established by this regulation.

(b) The provisions of this Maximum Price Regulation No. 191 shall not apply to sales or deliveries of free cotton linters for which maximum prices are established by Maximum Price Regulation No. 190.[4]

§ 1419.9 *Petitions for amendment.* Any person seeking a modification of any provision of this Maximum Price Regulation No. 191 may file a petition for amendment in accordance with the provisions of Procedural Regulation No. 1 [1] issued by the Office of Price Administration.

§ 1419.10 *Definitions.* (a) When used in this Maximum Price Regulation No. 191, the term:

(1) "Person" includes an individual, corporation, partnership, association or any other organized group of persons or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(2) "Cotton linters" means the residual fibers removed by mechanical process from cottonseed and produced in three grades commonly referred to as mill runs, first cuts, and second cuts.

(3) "Hull fibers" means the short residual fibers removed by mechanical process from cottonseed hulls.

(4) "Seller's shipping point" means a point of distribution maintained by a seller from which actual shipment is made.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Price Regulation No. 191.

§ 1419.11 *Effective date.* This Maximum Price Regulation No. 191 (§§ 1419.1 to 1419.11, inclusive) shall become effective August 1, 1942.

Issued this 31st day of July 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7445; Filed, July 31, 1942; 5:09 p. m.]

[1] 7 F.R. 971, 3663.

[2] 7 F.R. 5059.

[3] 7 F.R. 3153, 3336, 3666, 3990, 3991, 4339, 4487, 4659, 4738, 5027, 5192.

[4] Free cotton linters.

PART 1300—PROCEDURE

[Amendment 1 to Temporary Procedural Regulation 2[1]]

PROCEDURE FOR THE ADJUSTMENT OF ABNORMAL MAXIMUM RETAIL PRICES UNDER § 1499.18 (A) OF THE GENERAL MAXIMUM PRICE REGULATION

In § 1300.101 the text is designated (a) and a new paragraph (b) is added, and a new § 1300.116 is added to read as set forth below:

§ 1300.101 *Effective date and expiration date.* (a) * * *

(b) Temporary Procedural Regulation No. 2 is extended from August 1, 1942 as set forth in paragraph (a) and shall expire on September 1, 1942, unless earlier replaced by a permanent procedural regulation or extended by further amendment.

* * * * *

§ 1300.116 *Effective date of amendments.* (a) Amendment No. 1 (§§ 1300.101, 1300.116) to Temporary Procedural Regulation No. 2 shall become effective August 1st 1942.

(Pub. Law 421, 77th Cong.)

Issued this 1st day of August 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7472; Filed, August 1, 1942; 12:53 p. m.]

PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[Amendment 2 to Revised Price Schedule 87, as Amended [2]]

SCRAP RUBBER

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

A new paragraph (f) is added to § 1315.1263, as follows.

§ 1315.1263 *Appendix A: Maximum prices for scrap rubber.* * * *

(f) *Premiums for large deliveries on sales contracted for prior to June 26, 1942.* In any sale of scrap rubber, contracted for prior to June 26, 1942, as to which, under the provisions of § 1315.1260 (f) of Revised Price Schedule No. 87 in effect at the time of making such contract, a premium in addition to the listed maximum prices was allowed to be charged and paid, any premium that could properly have been added under the provisions of said § 1315.1260 (f) may be charged and paid, though delivery is not completed until on or after June 26, 1942. In sales contracted for on or after June 26, 1942, no premium shall be added to the listed maximum prices for large deliveries.

§ 1315.1262 *Effective dates of amendments.* * * *

(c) Amendment No. 2 (§ 1315.1263 (f)) to Revised Price Schedule No. 87, as amended, shall become effective as of June 26, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 1st day of August 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7473; Filed, August 1, 1942; 12:55 p. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 3522, 3664.

[2] 7 F.R. 4781, 5177.

PART 1340—FUEL

[Amendment 4 to Maximum Price Regulation 121[1]]

MISCELLANEOUS SOLID FUELS DELIVERED FROM PRODUCING FACILITIES

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Paragraph (a) is amended and a new paragraph (d) is added to § 1340.245 to read as set forth below:

§ 1340.245 *Records and reports.* (a) On and after May 18, 1942, every producer and distributor making a sale of any miscellaneous solid fuel and every person making a purchase of miscellaneous solid fuels from a producer or distributor in the course of trade or business shall keep for inspection by the Office of Price Administration for a period of not less than two years complete and accurate records of each such sale or purchase, showing the date thereof; the name and address of the buyer and seller; the size, kind, quality, brand or trade name and quantity of the solid fuel sold, together with the name of the mine or plant at which it originated, the method of transportation employed in the delivery thereof; and the price paid or received therefor.

* * * * *

(d) Persons subject to this Maximum Price Regulation No. 121 shall not be required to observe the provisions of paragraph (b) of § 1499.13 of the General Maximum Price Regulation.

§ 1340.250a *Effective dates of amendments.* * * *

(d) Amendment No. 4 (§ 1340.245 (a) and (d)) shall become effective August 5, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 1st day of August 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7474; Filed, Aug. 1, 1942; 12:54 p. m.]

[1] 7 F.R. 3237, 3989, 4483.

PART 1364—FRESH, CURED AND CANNED MEAT AND FISH

[Temporary Maximum Price Regulation 20]

LAMB CARCASSES AND WHOLESALE AND RETAIL CUTS

In the judgment of the Price Administrator, it is necessary and proper, in order to effectuate the purposes of the Emergency Price Control Act of 1942, to issue a temporary regulation, establishing as the maximum prices for lamb the prices prevailing with respect thereto within the five days prior to the issuance of this regulation.

The maximum prices established herein are not below prices which will reflect to producers of the agricultural commodities from which lamb is produced a price for their products equal to the highest of any of the following prices therefor determined and published by the Secretary of Agriculture: (1) 110 per centum of the parity price for such commodity, adjusted by the Secretary of Agriculture for grade, location, and seasonal differentials; (2) the market prices prevailing for such commodity on October 1, 1941; (3) the market prices prevailing for such commodity on December 15, 1941; or (4) the average price for such commodity during the period July 1, 1919, to June 30, 1929.

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, and in accordance with Procedural Regulation No. 1,[1] issued by the Office of Price Administration, Temporary Maximum Price Regulation No 20 is hereby issued.

AUTHORITY: §§ 1364.151 to 1364.165, inclusive, issued under Pub. Law 421, 77th Congress.

§ 1364.151 *Prohibition against dealing in lamb at prices above the maximum.* From August 10, 1942, to October 8, 1942, inclusive, regardless of any contract, agreement, or other obligation, no person shall sell or deliver any lamb carcass or wholesale cut or retail cut of lamb, and no person in the course of trade or business shall buy or receive any lamb carcass or wholesale cut or retail cut of lamb at a price higher than the maximum price permitted by § 1364.152; and no person shall agree, offer, solicit or attempt to do any of the foregoing. The provisions of this section shall not be applicable to sales or deliveries of lamb carcasses or wholesale cuts or retail cuts of lamb to a purchaser if, prior to August 10, 1942, such lamb carcasses or wholesale cuts or retail cuts of lamb have been received by a carrier, other than a carrier owned or controlled by the seller, for shipment to such purchaser.

§ 1364.152 *Maximum prices for lamb.* (a) The seller's maximum price for lamb carcasses and for any wholesale cut or retail cut of lamb shall be the highest price charged by the seller to a purchaser of the same class during the period July 27, 1942, to July 31, 1942, inclusive, for such lamb carcasses or for

[1] F.R. 971.

such wholesale cut or retail cut of lamb.

(b) Where a seller, during the period July 27, 1942 to July 31, 1942, inclusive, did not deal in lamb carcasses or in a wholesale cut or retail cut of lamb, the seller's maximum price for lamb carcasses or for such wholesale cut or retail cut of lamb shall be the highest price charged during the period July 27, 1942 to July 31, 1942, inclusive, by the most closely competitive seller to a purchaser of the same class for lamb carcasses or for such wholesale cut or retail cut of lamb.

§ 1364.153 *Exempt sales.* This Temporary Maximum Price Regulation No. 20 shall not apply to the following sales or deliveries:

(a) By a farmer, of carcasses or wholesale or retail cuts from lamb grown and processed on his farm, if the total of such sales or deliveries together with sales or deliveries of all other commodities so grown and processed does not exceed $75 in any one calendar month;

(b) By hotels, restaurants, cafes, or other similar establishments, of lamb prepared and sold for consumption on the premises;

(c) Deliveries to the armed forces of the United States, the Federal Surplus Commodities Corporation or any institution of any state or political subdivision thereof or of the United States under contracts entered into prior to August 3, 1942.

§ 1364.154 *Less than maximum prices.* Lower prices than those set forth in § 1364.152 may be charged, demanded, paid, or offered.

§ 1364.155 *Evasion.* The price limitations set forth in this Temporary Maximum Price Regulation No. 20 shall not be evaded, whether by direct or indirect methods, in connection with an offer, solicitation, agreement, sale, delivery, purchase, or receipt of, or relating to lamb, alone or in conjunction with any other commodity, or by way of any commission, service, transportation, or other charge, or discount, premium, or other privilege, or by tying-agreement or other trade understanding, or by changing the selection or grading or the style of cutting, trimming, cooking, or otherwise processing or the canning, wrapping, or packaging of lamb.

§ 1364.156 *Conditional agreements.* No seller of lamb shall enter into an agreement permitting the adjustment of the prices to prices which may be higher than the maximum prices provided by § 1364.152, in the event that this Temporary Maximum Price Regulation No. 20 is amended or is determined by a court to be invalid or upon any other contingency: *Provided*, That if a petition for amendment has been duly filed, and such petition requires extensive consideration, the Administrator may grant an exception from the provisions of this section permitting the making of contracts adjustable upon the granting of the petition for amendment. Requests for such an exception may be included in the aforesaid petition for amendment.

§ 1364.157 *Sales for export.* The maximum price at which a person may export lamb shall be determined in accordance with the provisions of the Revised Maximum Export Price Regulation [2] issued by the Office of Price Administration.

§ 1364.158 *Records and reports.* (a) As to all sales not specifically exempted by other sections of this Temporary Maximum Price Regulation No. 20 every person selling lamb carcasses or wholesale or retail cuts of lamb shall preserve for examination by the Office of Price Administration all his existing records relating to the prices which he charged for lamb carcasses or such wholesale cuts or retail cuts of lamb as he delivered or supplied during the period July 27, 1942 to July 31, 1942, inclusive, and his offering prices for delivery or supply of lamb carcasses and wholesale cuts or retail cuts of lamb during such period; and shall prepare, on or before August 10, 1942, on the basis of all available information and records, and thereafter keep for examination by any person during ordinary business hours, a statement showing (1) the highest prices charged for lamb carcasses and for such wholesale cuts or retail cuts of lamb as he delivered or supplied during the period July 27, 1942 to July 31, 1942, inclusive, and his offering prices for delivery or supply of lamb carcasses and of wholesale cuts or retail cuts of lamb during such period together with an appropriate identification of each such wholesale cut or retail cut of lamb; and (2) all his customary allowances, discounts, and other price differentials.

(b) Every person selling lamb carcasses or wholesale cuts or retail cuts of lamb, as to all sales not specifically exempted by other sections of this Temporary Maximum Price Regulation No. 20, shall keep and make available for examination by the Office of Price Administration, records of the same kind as he has customarily kept, relating to the prices which he charged for lamb carcasses and wholesale cuts or retail cuts of lamb during the period August 10, 1942 to October 8, 1942, inclusive; and, in addition, records showing, as precisely as possible, the basis upon which he determined maximum prices.

(c) Such persons shall submit such reports to the Office of Price Administration and keep such other records in addition to or in place of the records required in paragraphs (a) and (b) of this section as the Office of Price Administration may from time to time require.

§ 1364.159 *Enforcement.* (a) Persons violating any provisions of this Temporary Maximum Price Regulation No. 20 are subject to the criminal penalties and civil enforcement actions provided for by the Emergency Price Control Act of 1942.

(b) Persons who have evidence of any violation of this Temporary Maximum Price Regulation No. 20 or of any price schedule, regulation, or order issued by the Office of Price Administration or of any acts or practices which constitute such a violation are urged to communicate with the nearest district, state, field or regional office of the Office of Price Administration or its principal office in Washington, D. C.

§ 1364.160 *Petitions for amendment.* Persons seeking modification of any provision of this Temporary Maximum Price Regulation No. 20 or an adjustment or exception not provided for therein may file petitions for amendment in accordance with the provisions of Procedural Regulation No. 1, issued by the Office of Price Administration.

§ 1364.161 *Definitions.* (a) When used in this Temporary Maximum Price Regulation No. 20 the term:

(1) "Person" means individual, corporation, partnership, association, car route, packer's branch house, or other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agencies of any of the foregoing;

(2) "Lamb" means the whole or any portion of the carcass of the young animals of the genus *Ovis*, approximately a year old or less, as ascertained by the objective tests commonly recognized in the meat packing industry, and specifically by the "break joint" and by bone and flesh coloration;

(3) "Wholesale cut or retail cut of lamb" means all cuts derived from the carcass of the lamb, excluding the offal and other items covered by the General Maximum Price Regulation [3] and including but not limited to the following:

(i) Legs, loins, ribs, breasts, shoulders, necks, racks, hotel racks, fore saddles, hind saddles, kosher fores, steaks, rib chops, loin chops, shoulder chops, crown roasts, rolled roasts, including all combinations of such cuts and all cuts or trimmings derived from such cuts or from the lamb carcass.

(ii) Rough or trimmed, bone in or boneless, whole, sliced, or ground.

(iii) Fresh or frozen, cooked, dried, or canned.

(iv) Loose, wrapped or packed.

Cuts of each brand or grade, if customarily priced separately, shall be considered separate wholesale or retail cuts of lamb, except that fresh and frozen cuts shall not be considered separate wholesale or retail cuts of lamb.

(4) "Highest price charged during the period July 27, 1942, to July 31, 1942, inclusive" means the highest price which the seller charged for each grade of lamb carcass and for each wholesale cut or retail cut of lamb delivered by him during the period July 27, 1942, to July 31, 1942, inclusive, or, if the seller made no such delivery during the period, his highest offering price for delivery during that period. No seller shall change his customary allowances, discounts or other price differentials unless such change results in a lower price. The "highest price charged" shall be a price charged during

[2] 7 F.R. 5059.

[3] 7 F.R. 3153, 3330, 3666, 3990, 3997.

the period July 27, 1942, to July 31, 1942, inclusive, to a purchaser of the same class. No seller shall require any purchaser, and no purchaser shall be permitted, to pay a larger proportion of transportation costs incurred in the delivery or supply of any commodity or service than the seller required purchasers of the same class to pay during the period July 27, 1942, to July 31, 1942, inclusive, on deliveries of lamb.

(5) "Purchaser of the same class" refers to the practice followed by the seller in the ninety-day period preceding August 10, 1942, in setting different prices for sales to different purchasers or kinds of purchasers (for example, but not limited to, wholesaler, jobber, retailer, government agency, public institution, individual consumer or any ordinarily recognized subgroup or combination of the foregoing) or for purchasers located in different areas or for different quantities or under different conditions of sale.

(6) "Sales at retail" means sales to the ultimate consumer: *Provided*, That no wholesaler, processor, packer, slaughterer, purchaser for resale, commercial user, or government agency, shall be deemed to be an ultimate consumer, except that a sale to a purveyor of meals, by a person regularly and generally engaged in selling at retail, made on usual retail terms, shall be regarded as a sale at retail.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 and in § 1499.20 [4] of the General Maximum Price Regulation, issued by the Office of Price Administration, shall apply to other terms used herein.

§ 1364.162 *Notification to retailers of maximum prices.* Whenever any person sells any lamb carcass or wholesale cut or retail cut of lamb to any person engaged in selling lamb at retail the seller shall deliver to the purchaser, together with the invoice, sales slip, or other memorandum of the sale, or, if there be no such memorandum, together with the meat, a written or printed statement in the following form and words:

NOTICE TO RETAILERS OF MAXIMUM PRICE FOR LAMB

Pursuant to the provisions of Temporary Maximum Price Regulation No. 20, issued by the Office of Price Administration, it is unlawful for any person to charge or receive for any cut of lamb a price higher than the highest price at which that person sold the same kind of cut, to a purchaser of the same class, during the period July 27 to July 31, 1942, inclusive.

Provided, That if a seller has delivered the foregoing statement to the same retailer in connection with two separate and distinct sales, the seller shall not be required to furnish the statement in connection with any subsequent sales to the same purchaser.

§ 1364.163 *Standard of interpretation.* Every provision of this Temporary Maximum Price Regulation No. 20 is to be understood and will be interpreted consistently with the provisions of the regulation as a whole, and, unless the context otherwise requires, with the corresponding and related provisions of the General Maximum Price Regulation and in such a manner as to effectuate the purposes of the Emergency Price Control Act of 1942.

§ 1364.164 *Revocation or replacement of regulation.* This Temporary Maximum Price Regulation No. 20 may be revoked or replaced by a permanent Maximum Price Regulation or order issued under the Emergency Price Control Act of 1942.

§ 1364.165 *Effective period.* This Temporary Maximum Price Regulation No. 20 (§§ 1364.151 to 1364.165, inclusive) shall become effective on August 10, 1942, and shall, unless earlier revoked or replaced, expire at 12 o'clock midnight, October 8, 1942.

Issued this 1st day of August, 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7475; Filed, August 1, 1942; 12:56 p. m.]

PART 1378—COMMODITIES OF MILITARY SPECIFICATIONS FOR WAR PROCUREMENT AGENCIES

[Amendment 5 to Maximum Price Regulation 157 [1]]

SALES AND FABRICATION OF TEXTILES, APPAREL AND RELATED ARTICLES FOR MILITARY PURPOSES

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Sections 1378.3 (a) and (b), 1378.4 (a), and 1378.8 (a) (2) are amended, in § 1378.4a the text is redesignated (a) and a new (b) is added, and a new proviso is added to § 1378.1 (a) (2), as set forth below.

§ 1378.1 *Sales and fabrication services covered by this Maximum Price Regulation No. 157.* (a) * * *

(2) * * *

Provided, That this Maximum Price Regulation No. 157 shall not apply to any contract for the sale or fabrication of textiles, apparel or related articles unless, at the date of the delivery of goods or supply of fabrication service pursuant thereto, there is an existing contract with a war procurement agency or a subcontract with a prime contractor who has an existing contract with a war procurement agency, and such delivery or supply takes place with reference to the ultimate fulfillment of such existing contract or subcontract.

* * * * *

§ 1378.3 *Maximum prices for sales and fabrications of textiles, apparel and related articles for military purposes.* * * *

(a) In those cases in which the seller delivered the same article or supplied the same fabrication service in the period between April 1, 1941 and March 31, 1942, both inclusive:

The maximum price shall be the highest price at which delivery or supply thereof was made during said period, plus if any, the seller's increases in material and labor costs as defined herein. * * *

(b) In those cases in which the seller delivered an article or supplied a fabrication service in the period between April 1, 1941 and March 31, 1942, both inclusive, the same as the article or service to be priced except for differences due to changes in specifications, including those pertaining to delivery:

* * * * *

§ 1378.4 *Sales or fabrications of textiles apparel and related articles for military purposes temporarily exempted from price regulation.* (a) In any case in which the seller certifies that such seller, during the period between April 1, 1941 and March 31, 1942, both inclusive, did not deliver the same article or supply the same fabrication service (or an article or fabrication service the same except for difference in specifications, including those pertaining to delivery), the sale of such article or the supply of such fabrication service by such seller shall not be subject to the provisions of this Maximum Price Regulation No. 157, or the General Maximum Price Regulation.[2]

§ 1378.4a *Exceptions.* (a) * * *

(b) Maximum Price Regulation No. 157 shall not apply to sales or deliveries of any textiles, apparel or related article manufactured pursuant to a contract or subcontract with a war procurement agency which is certified to the Office of Price Administration by such war procurement agency as being a secret or confidential contract: *Provided*, That after the Office of Price Administration shall have received notice from such war procurement agency that such contract or subcontract is no longer deemed to be secret or confidential, this exception shall not apply to all subsequent sales and deliveries of the article.

§ 1378.8 *Records and Reports.* (a) * * *

(2) The highest price charged by such person during the period between April 1 1941 and March 31, 1942 for delivery or supply for such article or service. * * *

§ 1378.12 *Effective dates of amendments.* * * *

(e) Amendment No. 5 (1378.3 (a) and (b), 1378.4 (a), 1378.4a, 1378.8 (a) (2) and 1378.1 (a) (2)) to Maximum Price Regulation No. 157 shall become effective August 6, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 1st day of August 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7476; Filed, August 1, 1942; 12:54 p. m.]

---

[4] 7 F.R. 3156.

*Copies may be obtained from Office of Price Administration.

[1] 7 F.R. 4273, 4541, 4618, 5180.

[2] 7 F.R. 3153, 3330, 3666, 3990, 3991, 4339, 4487, 4659, 4738, 5027, 5276, 5192, 5365, 5445, 5484.

PART 1400—TEXTILE FABRICS: COTTON, WOOL, SILK, SYNTHETICS AND ADMIXTURES

[Amendment 9 to Maximum Price Regulation 118 [1]]

COTTON PRODUCTS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

In § 1400.106 (d) (1) reference number 4 is revoked; new paragraphs (a) (6) and (d) (30) are added to § 1400.118 as set forth below:

§ 1400.118 *Specific and formula maximum prices for certain cotton products; construction reports.* (a) The effective dates of the maximum price set forth in paragraph (d) of this section are as follows:

* * * * *

(6) For 7.5 oz. Drill fully shrunk, U. S. Army Specification No. 6-247A: August 3, 1942.

* * * * *

(d) * * *

(30) The maximum price for 7.5 oz. drill fully shrunk made to U. S. Army Specification No. 6-247A shall be:

Reference No.	Width of finished fabric (inch)	Yards per pound	Ceiling price (cents per yard)	
			72 x 60	72 x 48
1	28	2.50	22.44	22.24
2	28½	2.46	22.71	22.51
3	33½	2.08	26.20	25.96
4	34	2.06	26.21	25.97
5	35	2.00	27.34	27.09
6	36	1.95	27.90	27.64
7	38	1.83	29.98	29.71
8	54½	1.29	45.25	44.85
9	56	1.25	47.25	46.85

§ 1400.117 *Effective dates of amendment.* * * *

(i) Amendment No. 9 (§§ 1400.106 (d) (1), 1400.118 (a) (6) and (d) (30)) to Maximum Price Regulation No. 118 shall become effective August 3, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 1st day of August 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7477; Filed, August 1, 1942; 12:53 p. m.]

PART 1411—COMPENSATORY ADJUSTMENTS

[Amendment 2 to Compensatory Adjustment Regulation 1 [2]]

WARTIME INCREASES IN THE COST OF TRANSPORTING BITUMINOUS COAL

In § 1411.2 (b) the phrase "§ 1411.1" in the first line is amended to read "this Compensatory Adjustment Regulation No. 1"; in § 1411.2 (b) (1) the word "each" is amended to read "the"; in § 1411.2 (b) (2) (iv) the phrase "per net ton" is amended to read "per gross ton"; and the word "smaller" in § 1411.5 (b) is deleted. Added: §§ 1411.2 (b) (9), (b) (10), (b) (11); 1411.4 (a) (2) (i) and (a) (2) (ii); 1411.5 (b) (1) and (b) (2). Amended: §§ 1411.2 (a) and 1411.5 (c).

§ 1411.2 *Filing of applications*—(a) *Manner and time of filing.* (1) Applications pursuant to the provisions of this Compensatory Adjustment Regulation No. 1 shall be filed on and in accordance with prescribed forms provided for that purpose by the Office of Price Administration, shall contain the information and declarations required by such forms, shall be verified, and shall be filed in one original and two copies: *Provided,* That where an application has been properly filed in accordance with Compensatory Adjustment Regulation No. 1, prior to August 3, 1942, the Price Administrator may permit the amendment thereof to meet the additional requirements prescribed by amendments to Compensatory Adjustment Regulation No. 1.

(2) A separate application shall be filed for each different business establishment at which the applicant received bituminous coal for the transportation of which an adjustment is requested.

(3) A separate application shall be filed for each calendar month in which the applicant received bituminous coal for the transportation of which an adjustment is requested pursuant to the provisions of § 1411.1 (a) or (c) or § 1411.3 of this Compensatory Adjustment Regulation No. 1. Each such application shall apply only to receipts during the particular calendar month covered by the application. Shipments in transit do not constitute receipts.

(4) Applications relating to bituminous coal received during any particular calendar month subsequent to May 31, 1942 (whether filed pursuant to § 1411.1 (a) or (c) or § 1411.3) may be filed on or before the twentieth day of the calendar month succeeding the month in which such coal was received, and shall be filed not later than the twentieth day of the third succeeding calendar month after the month in which such coal was received. For example, applications relating to receipts during the month of June 1942 may be filed on or before July 20, 1942 and shall in no event be filed later than September 20, 1942. However, applications relating to receipts during the period May 18-31, inclusive, 1942 may be filed up to and including, but no later than, September 20, 1942.

(5) Applications pursuant to paragraph (b) of § 1411.1 shall be filed not later than September 20, 1942.

(b) *Contents of application.* * * *

(9) A declaration that the payment of the requested adjustment or adjustments will not reduce the delivered cost to the applicant of the bituminous coal, the transportation of which is the basis of the application, below the delivered cost to the applicant of the same or most nearly similar bituminous coal received by him during the period December 15-31, inclusive, 1941, or the nearest earlier date, and which was transported via tidewater transshipment from Hampton Roads.

(10) An agreement by the applicant that if any adjustment is paid and the paying agency thereafter determines that there was an overpayment, not in conformity with this Compensatory Adjustment Regulation No. 1, as amended, that agency may, within six months after making payment, make a demand for the return of the amount of the overpayment and the applicant will return the amount demanded: *Provided,* That such agreement shall not limit in any way the rights of the United States, or any paying agency thereof, to recover funds paid upon the basis of an inaccurate or incomplete representation by the applicant.

(11) In the case of applications filed pursuant to § 1411.1 (a) or (c) or § 1411.3, a declaration that the applicant is not authorized by law, agreement or otherwise to increase the price of any goods or services sold by him in accordance with increases in the costs incurred by him for bituminous coal; or that if so authorized, will deduct the amount of any adjustments received pursuant to this regulation in calculating the costs incurred by him for bituminous coal, upon which he may rely in seeking any increase in the price of any goods or services sold by him.

§ 1411.4 *Definitions.* (a) * * *

(2) * * * *Provided,* That (i) in the case of free alongside deliveries to a consumer, which are subject to the provisions of Maximum Price Regulation No. 120, issued by the Office of Price Administration, and upon which the freight has initially been prepaid by the shipper, the consumer who first incurs the cost of transporting the bituminous coal and at whose business establishment the bituminous coal is first unloaded shall be the "receiver";

(ii) As to receipts of bituminous coal on and after August 3, 1942, a railroad shall not be deemed to be a "receiver" eligible to file an application pursuant to this Compensatory Adjustment Regulation No. 1.

§ 1411.5 *Appendix A: Standard adjustments to be stated in application.* * * * (b) *Combined hauls (other than via Hampton Roads in cargo boats of 1,000 gross tons or more)* * * * *Provided,* (1) That where the water portion of such a combined haul (i. e. other than via Hampton Roads in cargo boats of 1,000 gross tons or more) begins on or after August 3, 1942 and a maximum rate, or a procedure for obtaining a maximum rate, for such water movement, has been established by a regulation of the Office of Price Administration, the standard adjustment shall be the amount by which the transportation costs, based upon the rates charged by the vessel or barge employed, but in no event to exceed the applicable maximum rate in effect pursuant to a regulation of the Office of Price Administration (instead of the May 15, 1942 rate), exceed the cost, as shown in the aforementioned bulletin of Standard Adjustments, for a combined rail and tidewater movement of southern bituminous coal to the same destina-

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 3038, 3211, 3522, 3578, 3824, 3905, 4405, 5524, 5405, 5567.

[2] 7 F.R. 3749, 3900.

tion via transshipment from Hampton Roads to cargo boats of 1,000 gross tons or more.

(2) That as to receipts on and after September 1, 1942, the standard adjustment for such a combined rail and water haul (i. e. other than via Hampton Roads in cargo boats of 1,000 gross tons or more) shall be based upon the lowest available rail transportation charges from the same rail origin to the same port of transshipment.

(c) *Applications filed pursuant to § 1411.1 (b).* In the case of an application filed pursuant to § 1411.1 (b), the amount of the standard adjustment shall be determined in accordance with the method set out in the prescribed forms provided for such applications by the Office of Price Administration.

§ 1411.7 *Effective dates of amendments.* * * *

(b) Amendment No. 2 (§§ 1411.2 (a) and (b), 1411.4 (a) (2), 1411.5 (b) and (c)) to Compensatory Adjustment Regulation No. 1 shall become effective August 1, 1942.

Issued this 1st day of August 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7478; Filed, August 1, 1942; 12:50 p. m.]

PART 1420—BREWERY AND DISTILLERY PRODUCTS

[Maximum Price Regulation 193]

DOMESTIC DISTILLED SPIRITS

In the judgment of the Price Administrator, it is necessary to establish maximum prices for the sale of domestic distilled spirits because (a) under War Production Board Orders M-30 and M-69 all neutral spirits have been allocated to war industries so that gin manufacturers and blenders of other liquors are forced to use higher priced "high wines", (b) the enforced use of "high wines" has made gin manufacturers subject to the Federal Rectification Tax of 30 cents per gallon to which they were not previously subject, and (c) it is proposed to increase the Federal excise tax on distilled spirits. The maximum prices established by the Regulation are, in the judgment of the Price Administrator, generally fair and equitable, and in conformity with the general level of prices established by the General Maximum Price Regulation.[1]

A statement of the considerations involved in the issuance of Maximum Price Regulation No. 193, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, and in accordance with Procedural Regulation No. 1[2] issued by the Office of Price Administration, Maximum Price Regulation No. 193, is hereby issued.

Sec.
1420.1 Maximum prices for domestic distilled spirits.
1420.2 Less than maximum prices.
1420.3 Adjustable pricing.
1420.4 Export sales.
1420.5 Evasion.
1420.6 Enforcement.
1420.7 Applicability of General Maximum Price Regulation.
1420.8 Incorporation of the provisions of the General Maximum Price Regulation.
1420.9 Petitions for amendment.
1420.10 Definitions.
1420.11 Geographical applicability.
1420.12 Effective date.
1420.13 Appendix A: Maximum prices for domestic distilled spirits.

AUTHORITY: §§ 1420.1 to 1420.13 inclusive, issued under Pub. Law 421, 77th Cong.

§ 1420.1 *Maximum prices for domestic distilled spirits.* On and after August 5, 1942, regardless of any contract, agreement, lease or other obligation, no person shall sell or deliver domestic distilled spirits and no person in the course of trade or business shall buy or receive domestic distilled spirits at prices higher than the maximum prices set forth in Appendix A hereof, incorporated herein as § 1420.13; and no person shall agree, offer, solicit, or attempt to do any of the foregoing.

§ 1420.2 *Less than maximum prices.* Lower prices than those set forth in Appendix A (§ 1420.13) may be charged, demanded, paid or offered.

§ 1420.3 *Adjustable pricing.* Any person may offer or agree to adjust or fix prices to or at prices not in excess of the maximum prices in effect at the time of delivery. In appropriate situations, where a petition for amendment or for adjustment or exception requires extended consideration, the Price Administrator may, upon application, grant permission to agree to adjust prices upon deliveries made during the pendency of the petition in accordance with the disposition of the petition.

§ 1420.4 *Export sales.* The maximum price at which a person may export domestic distilled spirits shall be determined in accordance with the provisions of the Revised Maximum Export Price Regulation[3] issued by the Office of Price Administration.

§ 1420.5 *Evasion.* The price limitations set forth in this Maximum Price Regulation No. 193 shall not be evaded, whether by direct or indirect methods, in connection with an offer, solicitation, agreement, sale or delivery of, or relating to the sale of domestic distilled spirits, alone or in conjunction with any other commodity, or by way of commission, service, transportation, or other charge, or discount, premium or other privilege, or by tying-agreement, or other trade understanding or otherwise.

§ 1420.6 *Enforcement.* (a) Persons violating any provision of this Maximum Price Regulation No. 193, are subject to the criminal penalties, civil enforcement actions, suits for treble damages and proceedings for the suspension of licenses provided by the Emergency Price Control Act of 1942.

(b) Persons who have any evidence of any violation of this Maximum Price Regulation No. 193, or of any acts or practices which constitute such a violation are urged to communicate with the nearest Field, State, or Regional office of the Office of Price Administration, or its principal office in Washington, D. C.

§ 1420.7 *Applicability of the General Maximum Price Regulation.*[4] Except as provided in §§ 1420.8 and 1420.13, the provisions of this Maximum Price Regulation No. 193 supersede the provisions of the General Maximum Price Regulation with respect to sales or deliveries of domestic distilled spirits for which maximum prices are established by this Regulation.

§ 1420.8 *Incorporation of the provisions of the General Maximum Price Regulation.*[4] The provisions of § 1499.4 of the General Maximum Price Regulation relating to supplementary regulations; the provisions of § 1499.4b relating to the adjustment of maximum prices in cases of special deals; the provisions of §1499.5 relating to transfers of business or stock in trade; the provisions of § 1499.7 (a) relating to taxes; the provisions of §§ 1499.11, 1499.12 and 1499.14 relating to records; the provisions of § 1499.18 relating to applications for adjustment; the provisions of § 1499.20 (a) (c) (d) (e) (g) (h) (i) (k) (m) (n) (o) (p) (r) and (s) relating to definitions; and the provisions of § 1499.29 (b) relating to applications for price adjustments with respect to government contracts or subcontracts shall apply to sales of domestic distilled spirits the maximum prices for which are established by this Maximum Price Regulation No. 193, and to all persons making such sales. The registration and licensing provisions of §§ 1499.15 and 1499.16 are applicable to every person subject to this Maximum Price Regulation No. 193 selling domestic distilled spirits at wholesale or retail.

§ 1420.9 *Petitions for amendment.* Persons seeking any modification of this Maximum Price Regulation No. 193, or any adjustment or exception not provided for herein may file Petitions for Amendment in accordance with the provisions of Procedural Regulation No. 1[4] issued by the Office of Price Administration.

§ 1420.10 *Definitions.* (a) When used in this Maximum Price Regulation No. 193, the term:

(1) "Domestic distilled spirits" shall mean any and all distilled spirits produced within the continental United States, which are included within classes 2 to 7 inclusive of Article II of Regulations 5 issued by the Federal Alcohol

---

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 3153, 3330, 3666, 3990, 3991, 4339, 4487, 4659, 4738, 5027, 5192, 5276, 5365, 5445, 5565, 5484.

[2] F.R. 971, 3663.

[3] 7 F.R. 5059.

[4] *Supra.*

Administration Relating to Labeling and Advertising of Distilled Spirits, As Amended.

(2) "Neutral spirits" shall mean distilled spirits distilled from any material at or above 190° proof, whether or not such proof is subsequently reduced.

(3) "High wines" shall mean distilled spirits, distilled from any material at or above 100° proof and less than 190° proof.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used herein.

§ 1420.11 *Geographical applicability.* The provisions of this Maximum Price Regulation No. 193 shall be applicable to the forty-eight states and the District of Columbia.

§ 1420.12 *Effective date.* This Maximum Price Regulation No. 193 (§ 1420.1 to 1420.13 inclusive) shall become effective August 5, 1942.

§ 1420.13 *Appendix A: Maximum prices for domestic distilled spirits—(a) Determination of maximum prices generally.* The seller's maximum price for domestic distilled spirits shall be the seller's maximum price established under § 1499.2 (a) of the General Maximum Price Regulation,[1] plus the following additions:

(1) *Manufacturers may add:* (i) The difference between the weighted average cost to the manufacturer at his plant during the period from April 1, 1942 through June 30, 1942 of a quantity of high wines equal to the quantity of high wines used in the manufacture of the domestic distilled spirits to be priced and the weighted average cost to such manufacturer at his plant during the period from January 1, 1942 through March 31, 1942 of the same quantity of neutral spirits: *Provided,* That if the manufacturer increased his price during March 1942, the amount of such increase shall be subtracted from the adjustment permitted hereunder unless the manufacturer files with the Office of Price Administration a statement in affidavit form setting forth facts showing that such increase was not made to offset the increased cost of using high wines: *Provided further,* That the amount of such increase shall be subtracted from the adjustment permitted hereunder regardless of the filing of any such statement if, within 15 days of the receipt thereof, the Price Administrator shall so notify the manufacturer in writing.

(ii) The amount of the tax imposed upon any manufacturer under section 2800 (a) (5) of Title 26 of the U. S. C. A.: *Provided,* That the manufacturer's maximum price for the domestic distilled spirits to be priced established under §1499.2 (a) of the General Maximum Price Regulation does not reflect payment of such tax.

(iii) The amount of any new tax or any increase in an existing tax imposed upon the manufacturer after March 31, 1942 with respect to the domestic distilled spirits to be priced by any statute of the United States or statute or ordinance or any State or sub-division thereof: *Provided,* That such amount has been paid directly by the manufacturer.

(2) *Sellers, other than manufacturers, may add:* (i) The difference between the maximum price established for the seller's supplier under the General Maximum Price Regulation with respect to the domestic distilled spirits to be priced and the maximum price established for the seller's supplier under this Maximum Price Regulation No. 193 with respect to such domestic distilled spirits.

(ii) The amount of any new tax or any increase in an existing tax imposed upon the seller after March 31, 1942, with respect to the domestic distilled spirits to be priced by any statute of the United States or statute or ordinance of any State or sub-division thereof: *Provided,* That such amount has been paid directly by the seller.

In establishing their maximum prices hereunder, sellers at retail may round such prices to the nearest full cent.

(3) *Notification:* On or before August 16, 1942, every seller, other than sellers at retail, shall notify each of its customers in writing of the difference between such seller's maximum price under the General Maximum Price Regulation and such seller's maximum price under this Maximum Price Regulation No. 193 for each item of domestic distilled spirits ordinarily sold by such seller to such customer.

(b) *Determination of maximum prices by reference to maximum prices of most closely competitive seller.* If the seller's maximum price for the domestic distilled spirits to be priced cannot be determined under paragraph (a) of this section, the seller's maximum price for such domestic distilled spirits shall be the maximum price established under paragraph (a) of this section for the most closely competitive seller of the same class for such domestic distilled spirits or for the similar commodity most nearly like it (as such term is defined in § 1499.2 of the General Maximum Price Regulation) for sales to a purchaser of the same class.

(c) *Determination of maximum prices under § 1499.3 of the General Maximum Price Regulation.*[1] If the seller's maximum price for the domestic distilled spirits to be priced cannot be determined under paragraph (a) or paragraph (b) of this section, the seller's maximum price for such domestic distilled spirits shall be determined in accordance with § 1499.3 of the General Maximum Price Regulation.

Issued this 1st day of August 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7479; Filed, August 1, 1942; 12:55 p. m.]

[1] *Supra.*

PART 1499—COMMODITIES AND SERVICES

[Amendment 21 to General Maximum Price Regulation [1]]

MILK PRODUCTS SOLD AT WHOLESALE

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Subparagraph (3) of § 1499.9 (a) and paragraph (p) of § 1499.20 are amended to read as set forth below:

§ 1499.9 *Commodities excepted from this General Maximum Price Regulation.* (a) This General Maximum Price Regulation shall not apply to sales or deliveries of the following commodities:

* * * * *

(3) All milk products, including butter, cheese, condensed and evaporated milk, except that fluid milk sold at wholesale and retail, cream sold at wholesale and retail, and ice cream shall be governed by this General Maximum Price Regulation.

* * * * *

§ 1499.20 *Definitions and explanations.* This General Maximum Price Regulation, and the terms appearing therein, unless the context otherwise requires, shall be construed as follows:

* * * * *

(p) "Sale at wholesale" means a sale by a person who buys a commodity and resells it, without substantially changing its form, to any person other than the ultimate consumer, except that (1) for the purposes of § 1499.3 of this General Maximum Price Regulation a sale at wholesale shall include any sale by such person to an industrial or commercial user, and (2) for the purposes of § 1499.9 (a) (3), "sold at wholesale" refers to a sale of fluid milk or cream in bottles or paper containers to any person, including an industrial or commercial user, other than the ultimate consumer.

§ 1499.23a *Effective dates of amendments.* * * *

(u) Amendment No. 21 (§§ 1499.9 (a) (3) and 1499.20 (p) to this General Maximum Price Regulation shall become effective August 7, 1942, except that the effective date of this amendment with respect to fluid cream sold at wholesale in the District of Columbia shall be postponed until October 2, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 1st day of August 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7480; Filed, August 1, 1942; 12:53 p. m.]

*Copies may be obtained from Office of Price Administration.

[1] 7 F.R. 3153, 3330, 3666, 3990, 3991, 4339, 4487, 4659, 4738, 5027, 5192, 5276, 5365, 5445, 5484, 5565, 5775, 5783, 5784.

PART 1499—COMMODITIES AND SERVICES

[Amendment 4 to Supplementary Regulation 11,[1] to General Maximum Price Regulation]

STEVEDORING, CAR LOADING, ETC.

In § 1499.46, paragraph (a) is amended to read as set forth below.

§ 1499.46 *Exceptions for certain services.* (a) The provisions of the General Maximum Price Regulation, other than § 1499.11 (a), shall not apply to the following services until September 1, 1942:

(1) Stevedoring and car loading and unloading when performed under a contract with any War Procurement Agency.

* * * * *

(d) *Effective dates.* * * *

(5) Amendment No. 4 (§ 1499.46 (a)) to Supplementary Regulation No. 11 shall become effective August 1, 1942. (Pub. Law 421, 77th Cong.)

Issued this 1st day of August 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7481; Filed, August 1, 1942; 12:51 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Amendment 5 to Supplementary Regulation 11[2] to General Maximum Price Regulation[3]]

TRANSPORTATION OF PROPERTY IN TANK TRUCKS, ETC.

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.* Paragraph (a) of § 1499.46 is amended to read as follows:

§ 1499.46 *Exceptions for certain services.* (a) The provisions of General Maximum Price Regulation, other than § 1499.11 (a) shall not apply to the following services until September 1, 1942:

* * * * *

(2) Transportation of property in tank trucks by carriers other than common carriers within the exemption conferred by section 302 (c) (2) of the Emergency Price Control Act of 1942.

* * * * *

(d) * * *

(6) Amendment No. 5 (§ 1499.46 (a)) to Supplementary Regulation No. 11 shall become effective Aug. 1, 1942. (Pub. Law 421, 77th Cong.)

Issued this 1st day of August 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7484; Filed, Aug. 1, 1942; 12:51 p. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 4543, 4738, 5028, 5057.

[2] 7 F.R. 4543, 4738.

[3] 7 F.R. 3153, 3330, 3666, 3990, 3991, 4339, 4487, 4659, 4738, 5027, 5192, 5278.

PART 1499—COMMODITIES AND SERVICES

[Amendment 2 to Supplementary Regulation 14[1] to General Maximum Price Regulation[2]]

FAT-BEARING AND OIL-BEARING ANIMAL WASTE MATERIALS

A new subparagraph (3) is added to § 1499.73 (a) as set forth below:

§ 1499.73 *Modification of maximum prices established by § 1499.2 of General Maximum Price Regulation for certain commodities, services and transactions.* (a) The maximum prices established by § 1499.2 of the General Maximum Price Regulation for the commodities, services, and transactions listed below are modified as hereinafter provided:

* * * * *

(3) *Fat-bearing and oil-bearing animal waste materials.* The maximum prices for sales of:

(i) Fat-bearing and oil-bearing animal waste materials, including but not limited to, butcher shop fats, suets, and trimmings; slaughter-house fats, suets, and trimmings; breast fats or rattles; offal; bones; cooked grease, clear, rough or mixed; interceptor or trap grease, shall be computed in accordance with the General Maximum Price Regulation, except that November 1941 shall be substituted for March 1942 in computing the highest price which may be charged in accordance with § 1499.2 of the General Maximum Price Regulation: *Provided,* That this amendment shall not apply to such sales of fat-bearing and oil-bearing animal waste materials as are excepted from the General Maximum Price Regulation:

(ii) Greases collected by housewives shall be 4 cents per pound, at the level of sales by the housewife to the collector, and 5 cents per pound at the level of sales by the collector to the renderer or the industrial consumer.

(b) *Effective dates.* * * *

(3) Amendment 2 (§§ 1499.73 (a) (3)) to Supplementary Regulation No. 14 shall become effective August 1, 1942. (Pub. Law 421, 77th Cong.)

Issued this 1st day of August 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7483; Filed, August 1, 1942; 12:54 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Amendment 4 to Supplementary Regulation 14[1] to General Maximum Price Regulation[2]]

TRANSPORTATION OF COAL IN BARGES

The statement of considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

A new subparagraph (5) is added to paragraph (a) of § 1499.73 as set forth below.

[1] 7 F.R. 5486.

[2] 7 F.R. 3153, 3330, 3666, 3990, 3991, 4339, 4487, 4659, 4738, 5027, 5276, 5192, 5365, 5445, 5484, 5565.

§ 1499.73 *Modification of maximum prices established by § 1499.2 of General Maximum Price Regulation for certain commodities, services and transactions.* (a) The maximum prices established by section 1499.2 of the General Maximum Price Regulation for the commodities, services and transactions listed below are modified as hereinafter provided: * * *

(5) *Transportation of coal in barges along the Atlantic Coast.* (i) Maximum prices for the transportation of coal in barges along the Atlantic Coast by carriers other than common carriers within the exemption conferred by section 302 (c) (2) of the Emergency Price Control Act of 1942 shall continue to be determined under the provisions of the General Maximum Price Regulation, except that as to all such transportation performed between the origins and destinations referred to below and commenced on or after August 3, 1942, but not later than October 2, 1942, the maximum prices shall be as follows:

MAXIMUM RATES[1] FOR TRANSPORTATION OF COAL IN BARGES

Destination	Origin		
	Lower New Jersey piers[2]	Upper New Jersey piers[3]	Hampton Roads
New York			$2.00
Stamford, Conn	$0.60	$0.55	2.50
Bridgeport, Conn	.65	.60	2.50
New Haven, Conn	.65	.60	2.50
New London, Conn	[4] 1.25	[4] 1.20	2.50
Allyns Point, Conn	[4] 1.30	[4] 1.25	2.55
Montville, Conn	[4] 1.30	[4] 1.25	2.55
Norwich, Conn	[4] 1.40	[4] 1.35	2.65
Newport, R. I	[4] 1.40	[4] 1.35	2.65
Providence, R. I	[4] 1.50	[4] 1.45	2.75
Pawtucket, R. I	[4] 1.60	[4] 1.55	2.85
Fall River, Mass	[4] 1.50	[4] 1.45	2.75
Somerset, Mass	[4] 1.50	[4] 1.45	2.75
New Bedford, Mass	[4] 1.65	[4] 1.60	2.90
Plymouth, Mass	[4] 1.85	[4] 1.80	3.10
Hull, Massachusetts	[4] 1.85	[4] 1.80	3.10
Boston Harbor, Mass.[5]	[4] 1.75	[4] 1.70	3.00
Lynn, Mass	[4] 1.75	[4] 1.70	3.00
Marblehead, Mass	[4] 1.75	[4] 1.70	3.00
Salem, Mass	[4] 1.75	[4] 1.70	3.00
Beverly, Mass	[4] 1.75	[4] 1.70	3.00
Gloucester, Mass	[4] 1.85	[4] 1.80	3.10
Portsmouth, New Hampshire	[4] 2.00	[4] 1.95	3.25
Portland, Maine	[4] 2.00	[4] 1.95	3.25
Boothbay, Maine	[4] 2.10	[4] 2.05	3.35
Bath, Maine	[4] 2.35	[4] 2.30	3.60
Gardner, Maine	[4] 2.75	[4] 2.70	4.00
Hallowell, Maine	[4] 2.85	[4] 2.80	4.10
Augusta, Maine	[4] 3.00	[4] 2.95	4.25
Rockland, Maine	[4] 2.75	[4] 2.70	4.00
Belfast, Maine	[4] 2.90	[4] 2.85	4.15
Camden, Maine	[4] 2.90	[4] 2.85	4.15
Searsport, Maine	[4] 2.85	[4] 2.80	4.10
Bucksport, Maine	[4] 2.90	[4] 2.85	4.15
Castine, Maine	[4] 3.00	[4] 2.95	4.25
N. E. Harbor, Maine	[4] 3.25	[4] 3.20	4.50
S. W. Harbor, Maine	[4] 3.25	[4] 3.20	4.50
Bar Harbor, Maine	[4] 3.25	[4] 3.20	4.50
Bangor, Maine	[4] 3.00	[4] 2.95	4.25
Brewer, Maine	[4] 3.00	[4] 2.95	4.25

[1] Rates are stated in terms of dollars per net ton and are exclusive of expenses for loading and discharging and for cargo insurance. The trimming charge made at loading piers is for the account of the vessel and is included in the rate.

[2] Lower New Jersey piers include piers in South Amboy, Perth Amboy, Port Reading, and Elizabethport.

[3] Upper New Jersey piers include Jersey City, Hoboken, Weehawken, Guttenberg, and Edgewater.

[4] Applicable only to cargoes of less than 2200 net tons. Subtract five cents per net ton from the rates shown when cargo is 2200 net tons or more but less than 2800 net tons, and ten cents per net ton when cargo is 2800 net tons or more.

[5] Includes all points between Hull, Massachusetts, and Lynn, Massachusetts, inclusive.

The maximum rate applicable to any destination on the Atlantic Coast northerly from New York not specified above shall be the rate shown from the same origin to the closest destination set forth above.

The maximum rates specified above are for transportation in barges other than self-propelled barges and shall be increased by 15 cents per net ton when the transportation is performed by self-propelled barges.

(ii) The provisions of the General Maximum Price Regulation, other than § 1499.11 (a), shall not apply until August 3, 1942, to the transportation of coal in barges between the origins and destinations referred to in paragraph (i) above, when such transportation is performed by carriers other than common carriers within the exemption conferred by section 302 (c) (2) of the Emergency Price Control Act of 1942.

(b) *Effective dates.* * * *

(5) Amendment No. 4 (§ 1499.73 (a) (5)) to Supplementary Regulation No. 14 shall become effective August 1, 1942, and shall, unless earlier revoked or extended, expire at twelve o'clock midnight October 2, 1942. (Pub. Law, 421, 77th Cong.)

Issued this 1st day of August 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-7482; Filed, August 1, 1942; 12:51 p. m]

Chapter XV—Board of War Communications

[Order No. 16]

PART 1715—EXEMPTION FROM ORDER NO. 11

FEDERAL-STATE MARKET NEWS SERVICE

Whereas, pursuant to Order No. 11[1] of the Board of War Communications, the Federal Communications Commission has under consideration the application of the Federal-State Market News Service for exemption from the closure provisions of the aforementioned order; and

Whereas, the Commission desires to obtain further information for its guidance in passing upon this application; and

Whereas, the Commission has recommended that, pending further investigation, the circuit operated by the Federal-State Market News Service be exempted from the closure provision of Order No. 11 provided that the messages transmitted are in plain language;

It is hereby ordered, That:

§ 1715.1 *Exemption of point-to-point radiotelegraph in the Agriculture Service.* The point-to-point radiotelegraph circuits in the Agriculture Service operated by the Federal-State Market News Service be, and they are hereby, exempted from the closure provision of Order No. 11 until midnight October 30, 1942.

Provided, however, That the aforesaid circuits shall be operated only for the transmission of messages in plain language.

Subject to such further order as the Board may deem appropriate.

BOARD OF WAR COMMUNICATIONS,
JAMES LAWRENCE FLY,
Chairman.

Attest: July 29, 1942.

R. J. MAUERMAN,
Acting Secretary,
Commander, U. S. Coast Guard.

[F. R. Doc. 42-7471; Filed, August 1, 1942; 12:07 p. m.]

[1] 7 F.R. 4929.

TITLE 33—NAVIGATION AND NAVIGABLE WATERS

Chapter I—Coast Guard, Department of the Navy

PART 6—ANCHORAGE REGULATIONS

CONTROL OF VESSELS IN TERRITORIAL WATERS OF THE UNITED STATES

Pursuant to the authority contained in section 1, Title II of the Espionage Act approved June 15, 1917, 40 Stat. 220 (U.S.C. title 50, sec. 191), as amended by the Act of November 15, 1941 (Pub. Law 292, 77th Cong.), and by virtue of the Proclamation and Executive Order issued June 27, 1940 (5 F.R. 2419), and November 1, 1941 (6 F.R. 5581), respectively, the Regulations relating to the control of vessels in the territorial waters of the United States (5 F.R. 2442), issued by the Secretary of the Treasury and approved by the President on June 27, 1940, as amended, are hereby further amended (1) by deleting from § 6.6[1] wherever they appear the phrase "with the approval of the Secretary of the Treasury" and the phrase "with the approval of the Secretary of the Navy"; and by adding the following subparagraphs to paragraph (b) of the same section:

§ 6.6 *Special authorization for licenses.* * * *

(b) * * *

(5) Subjects or citizens of Italy who were, prior to August 6, 1924 (i) Turkish subjects or persons of Greek extraction and (ii) habitual residents of the Aegean, or Dodecanese Islands, or Islets dependent thereon, provided that said aliens have not at any time voluntarily become German, Italian or Japanese citizens or subjects.

(6) Aliens who became subjects or citizens of Italy by virtue of marriage or relationship to the person described in paragraph (c) of this section, provided that said aliens have not at any time voluntarily become German, Italian or Japanese citizens or subjects.

(7) Aliens of enemy nationalities during their term of military service in the armed forces of the United States.

JAMES FORRESTAL,
Acting Secretary of the Navy.

Approved: July 29, 1942.

FRANKLIN D ROOSEVELT
The White House.

[F. R. Doc. 42-7455; Filed, August 1, 1942; 9:47 a. m.]

[1] 6 F.R. 5221; 7 F.R. 2175.

PART 7—ANCHORAGE AND MOVEMENTS OF VESSELS AND LADING AND DISCHARGING OF EXPLOSIVE OR INFLAMMABLE MATERIAL, OR OTHER DANGEROUS CARGO

MISCELLANEOUS AMENDMENTS

Pursuant to the authority contained in section 1, Title II of the Act of June 15, 1917, 40 Stat. 220 (50 U.S.C. 191), as amended by the Act of November 15, 1941 (Public Law 292, 77th Congress), and by virtue of the Proclamation and Executive Order issued June 27, 1940 (5 F.R. 2419) and November 1, 1941 (6 F.R. 5581), respectively, the Rules and Regulations Governing the Anchorage and Movements of Vessels and the Lading and Discharging of Explosive or Inflammable Material, or Other Dangerous Cargo, approved October 29, 1941 (5. F.R. 4401), as amended, are hereby further amended as follows:

Section 7.10 (c), which reaffirmed and continued in force the anchorage areas and grounds established by the Secretary of War (Code of Federal Regulations, Title 33, Part 202), together with amendments and addenda thereto, is amended by inserting as paragraph (21) the following provision for the protection of the Black Rock Canal and Lock, at Buffalo, New York:

(21) *Black Rock Canal and Lock at Buffalo, N. Y.; regulations for protection*—(i) *Small craft and rafts.* All small craft other than those owned and operated by the United States, desiring to transit the lock, shall obtain clearance from the Captain of the Port of Buffalo prior to entering the vicinity of the lock. Such small craft shall upon approaching the lock stop and report to the guard stationed at one of the following points: Southbound vessels, at the north end of the guide pier below the lock, and northbound vessels at the Administration Building on the east side of the canal between the International Bridge and the lock. The guard on duty shall make such inspection as deemed necessary before allowing each vessel to proceed. No small craft other than those owned and operated by the United States shall dock at the guide pier or at the upstream approaches to the lock at any time, except at the above designated points and for the purpose of reporting to the guard on duty. Small craft other than those owned and operated by the United States, not desiring to transit the lock, are prohibited from entering the following areas:

(*a*) *Above the lock.* The area in the Black Rock Canal between a line 500 feet above the International Bridge and the lock.

(*b*) *Below the lock.* The area southerly and westerly of a line from the lower end and perpendicular to the guide pier to a point 75 feet from the harbor line, thence parallel to and 75 feet from the harbor line to the U. S. Engineer Storehouse.

NOTE: The above-described areas are patrolled and guarded. No person may leave or board a vessel within the above-described areas except in emergency.

(ii) *All other craft and vessels*—(*a*) *Personnel authorized to land.* The mas-

ter or mate, only, may go from a vessel while in the lock to the canal office. Three (3) deck hands only, may leave the vessel for the sole purpose of handling the mooring lines and shall reboard the vessel as soon as the vessel has been moored. No other person may leave or board vessels in the lock except in emergency. Changing of crews of vessels within the above-described areas shall be prohibited.

(*b*) *Docking at piers.* No vessel shall dock or tie up at the walls on either side of the canal between the lock and the International Bridge above the lock, or to the guide pier below the lock without specific authority from the lockmaster.

(*c*) *Throwing objects overboard.* Throwing overboard of any rubbish or other object in the canal or in the areas above or below the dock, as described in subdivision (i) (*a*) and (*b*), or in the approaches to these areas, is forbidden.

(*d*) *Discharge of firearms.* No firearms of any kind shall be discharged from vessels while in the lock area.

(*e*) *Smoking on tankers.* When tankers are transitting the canal and lock, smoking thereon is prohibited, except in such places as may be designated in the ship's regulations.

(*f*) *Embarking and debarking.* No passengers will be permitted to board or debark from ships while transiting the lock area except by authority of the District Engineer.

(*g*) *Photography.* The taking of pictures from vessels of the lock area or any of the installations therein is prohibited. Ships' masters and lock guards are responsible for the enforcement of this regulation.

(*h*) *Tugs required.* All barges or other vessels navigating within the limits of the Black Rock Canal, whether approaching or leaving the lock and not operating under their own power, will be required to be assisted by one or more tugs of sufficient power to insure full control at all times.

(*i*) Transit of the locks by passenger or excursion vessels over two hundred (200) gross registered tons is prohibited.

(*j*) *Inspection.* A special examination shall be made of each vessel prior to its approaching Black Rock Canal for each transit. Such examination shall include the inspection of openings to all closed compartments, the forepeak, blind hold, dunnage room, windlass room, and chain locker; examination of bolt fastenings being such as to detect whether any tampering has been done. Entry of such inspection shall be made in the ship's log. Following the inspection and prior to entering the canal, a square yellow flag, showing a black ball in the center, and being not less than three feet by three feet in size, shall be flown from the forward part of the ship. Vessels complying with the above regulations and displaying the flag may be permitted to enter the canal at the discretion of the United States Coast Guard. The Coast Guard has authority to board vessels at any time for the purpose of making investigations or examinations. Vessels not displaying the flag will be detained for inspection by the Coast Guard prior to entering the canal. Vessels displaying the flag may be boarded by the Coast Guard for the purpose of check inspection or for examination of the log.

Vessels shall also indicate compliance with the foregoing regulation by signaling with one long, one short, and one long blast of the whistle. This signal shall be given following the signal for passage through the canal.

Barges in tow and the towing tug shall be construed as individual vessels and each subject to this inspection.

(*k*) *Rate of speed.* No vessel or boat shall navigate the Black Rock Canal at a rate of speed greater than six statute miles per hour or less than three statute miles per hour.

A rate of speed of six statute miles per hour will require elapsed time to navigate between designated points as follows:

From North Breakwater Light to Ferry Street Bridge, 26¼ minutes.

From south end Bird Island Pier to Ferry Street Bridge, 18¾ minutes.

From Ferry Street Bridge to International Bridge, 11½ minutes.

A rate of speed of three statute miles per hour will require elapsed time to navigate between designated points as follows:

From North Breakwater Light to Ferry Street Bridge, 52½ minutes.

From south end Bird Island Pier to Ferry Street Bridge, 37½ minutes.

From Ferry Street Bridge to International Bridge, 23 minutes

(iii) These regulations shall be supplementary to the "Regulations to Govern the Use, Administration, and Navigation of Black Rock Canal and Lock and Ferry Street Bridge at Buffalo, New York; and Niagara River from Black Rock Lock to Tonawanda, New York".

The following new section, which establishes a Seaplane Operating Area in Biloxi Bay, Biloxi, Mississippi, is inserted:

§ 7.93 *Biloxi Bay, Biloxi, Mississippi*—(a) *The area.* A restricted Seaplane Operating Area bounded as follows is hereby established:

From the northeast end of the Coast Guard Air Station seaplane ramp 1500 feet true east; then north true to a point 250 feet south of the highway bridge; then parallel to the highway bridge to the dredged channel; then following the inside of the dredged channel to a point of 1500 feet west of Channel Beacon No. 36; then northwest true for 1000 feet; then west true to beach and along beach to northeast end of Coast Guard seaplane ramp.

(b) *Regulations.* (1) No vessels except those operated by the United States Navy, United States Coast Guard, and vessels otherwise under the direct control of the United States shall moor or anchor within the Seaplane Operating Area at any time.

(2) No vessels except those operated by the United States Navy, United States Coast Guard and vessels otherwise under the direct control of the United States shall enter the Seaplane Operating Area at any time between sunset and sunrise.

(3) No fishing, placing of fishing stakes, or similar activities will be permitted at any time within the limits of the Seaplane Operating Area.

(4) All vessels moving within the Seaplane Operating Area shall immediately proceed to leave that area when warned by aircraft employing the "buzzing" method, which consists of low-flying by the airplane and repeated opening and closing of its throttle.

(5) These regulations shall be enforced by the Captain of the Fort of Pascogoula, Mississippi, the Commanding Officer of the Coast Guard Air Station, Biloxi, Mississippi, or by their duly designated representatives: Specific exemption from these regulations may be granted by such officers.

JAMES FORRESTAL,
Acting Secretary of the Navy.

Approved: July 29, 1942.

FRANKLIN D ROOSEVELT,
The White House.

[F. R. Doc. 42-7456; Filed, August 1, 1942; 9:48 a. m.]

Chapter II—Corps of Engineers, War Department

PART 204—DANGER ZONE REGULATIONS

MATAGORDA BAY, TEXAS

Pursuant to the provisions of Executive Order 9168 signed on May 20, 1942 (7 F.R. 3841), the following rules and regulations are prescribed to govern the use, administration, and navigation of the waters of Matagorda Bay, Texas, comprising the firing range for the Coast Artillery Antiaircraft Training Center, Camp Hulen, Texas.

§ 204.93 *Waters of Matagorda Bay, Texas; Firing range, Coast Artillery Antiaircraft Training Center, Camp Hulen, Texas*—(a) *The danger zone.* The firing ranges for firing points near Turtle Point, near Well Point, and near the shore line between Indian Point and Indianola Island, inclusive, hereinafter referred to as the "restricted area", include the waters of Matagorda Bay and its tributaries within an area bounded as follows: (See U.S.C. & G.S. Chart No. 1284.)

A line beginning at the neck of Turtle Point Peninsula and running southeasterly to Oliver Point; thence southerly along shore line to Palacios Point (except Oyster Lake); thence along a line bearing 130° true to a point one mile bayward from the north shore of the Matagorda Peninsula; thence southwesterly, along a line paralleling the north shore of Matagorda Peninsula at a distance of one mile to a point in Matagorda Bay bearing 48° true, 5,600 yards from the cupola on Saluria Coast Guard Station; thence northwesterly to the entrance to Boggy Bayou; thence along shore line to Gallinipper Point; thence along a line northeasterly to Rhodes Point; thence easterly along a line extending to the mouth of Carancahua Bay; thence along a line extending northeasterly to the point of beginning at the neck of Turtle Point Peninsula.

(b) *The regulations.* (1) Through traffic in either direction on the route of

the Intracoastal Waterway and feeder channels to Palacios and Port Lavaca may enter and proceed directly through the restricted area via the waterway and channels without hindrance or delay except as indicated below or when advised otherwise by the United States Coast Guard at Port O'Connor or by a representative of the Commanding Officer, Antiaircraft Training Center, Camp Hulen, Texas. When through Intracoastal traffic is not permitted to enter the restricted area, during daylight hours patrol boats will be stationed at entrances to the canal near Fort O'Connor and near Palacios Point and in the feeder channels on the Palacios and Port Lavaca sides of the restricted area to warn traffic approaching the danger area. When through traffic is not permitted during hours of darkness, occulting red light or lights will be displayed from a high tower at Camp Hulen and from a high tower between Indian Point and Indianola Island.

(2) Except under unusual circumstances, announcement of which shall be communicated to the surrounding communities, the restricted area is open throughout the year to the public for fishing and traffic without restriction from 5:30 p. m. Saturdays to 8:00 a. m. Mondays and National (not State) holidays from 5:30 p. m. of the preceding day to 8:00 a. m. on the day following the holiday. The restricted area is also open to the public for fishing and traffic without restriction on other days when firing is not to be conducted.

(3) When firing is to be held in all or part of the restricted area, large red flags will be displayed from elevated positions in the immediate vicinity of each firing point from which fire is to be conducted.

(4) Except for through Intracoastal water traffic, no boats will enter the restricted area during the following periods without first obtaining clearance from Headquarters Antiaircraft Training Center at Camp Hulen, Texas:

8:00 a. m. to 5:30 p. m. on all week days except National, not State, holidays.

Traffic other than through Intracoastal traffic, desiring to enter the restricted area from Palacios, Port Lavaca or from direction of Matagorda during the restricted periods must obtain permission in advance from Headquarters Antiaircraft Training Center, Camp Hulen, Texas, extension #38 or #386. Traffic desiring to enter the restricted area from the vicinity of Port O'Connor must obtain permission in advance from the Coast Guard Station at Port O'Connor.

(5) At night when firing is scheduled, occulting red light or lights will be displayed from high towers at Camp Hulen and between Indian Point and Indianola Island. These occulting red lights will be displayed during the hours of darkness until the conclusion of the firing for the night. When these occulting red lights are displayed, no vessel of any type shall enter or remain in the restricted area without specific permission from the Commanding Officer, Antiaircraft Training Center, Camp Hulen, Texas. In addition, when notices have been published, announcing night firings in the restricted area no vessel of any kind will enter or remain in the restricted area during any such announced period of firing without specific permission from the Commanding Officer, Antiaircraft Training Center, Camp Hulen, Texas.

(6) Vessels in or planning to enter the restricted area at any time should be on the lookout for the above listed warning signals and when the indicated danger signals are displayed, should not enter or remain in the restricted area except as definitely authorized by these regulations unless authorized in advance to do so by the Commanding Officer, Antiaircraft Training Center, Camp Hulen, Texas.

(7) If an airplane zooms over any vessel in or entering the restricted area twice in succession, it should be taken as a warning to remain out of or promptly leave the restricted area.

(8) These regulations shall be enforced by the Commanding Officer, Antiaircraft Training Center, Camp Hulen, Texas, through the use of such equipment and personnel as may be properly designated by him for the purpose and through the assistance of the United States Coast Guard. (E.O. No. 9168, May 20, 1942) [Regs. June 13, 1942 (CE 7195 (Matagorda Bay, Texas)—SPEON)]

[SEAL] H. B. LEWIS,
Brigadier General,
Acting The Adjutant General.

[F. R. Doc. 42-7437; Filed, July 31, 1942; 3:09 p. m.]

PART 204—DANGER ZONE REGULATIONS

WATERS NEAR PADRE ISLAND AND BRAZOS ISLAND, TEXAS

Pursuant to the provisions of Presidential Proclamation 2557, signed on May 20, 1942 (7 F.R. 3865), the following regulations are hereby prescribed to govern the use and navigation of the waters of the Gulf of Mexico, adjacent to the Texas Coast from latitude 26°45' N., to the Rio Grande and a portion of the waters of Laguna Madre comprising the aerial gunnery and bombing ranges of the Advanced Flying School at Harlingen, Texas.

§ 204.93a *Waters of Gulf of Mexico along Padre Island and Brazos Island, Texas, including a portion of Laguna Madre; Bombing and gunnery range, Advanced Flying School, Harlingen, Texas*—(a) *The danger zones.* (1) The gunnery and bombing ranges hereinafter referred to as the "restricted areas" include the waters of the Gulf of Mexico adjacent to Padre Island and Brazos Island south of latitude 26°45' N., to the Rio Grande; including all the waters of Laguna Madre between latitude 26°45' N. and 26°06' N. (See U. S. C. & G. S. Charts Nos. 1287 and 1288.) All azimuths are referred to a true meridian.

(2) *North area.* An area in the Gulf of Mexico and including an area in Laguna Madre beginning at a point on the west shore of Laguna Madre in latitude 26°45' N., thence 90° to a point in latitude 26°45' N., longitude 97°04'30'' W., thence 168° to a point in latitude 26°05' N., longitude 96°54'30'' W., thence 270° to a point in latitude 26°05' N., longitude 97°06'30'' W., thence 355° to a point in latitude 26°06'30'' N., longitude 97°06'40'' W., thence 270° to a point on the west shore of Laguna Madre. Thence northly along the west shore line of Laguna Madre to latitude 26°45'.

(3) *South area.* An area in the Gulf of Mexico beginning at a point in latitude 26°03' N., longitude 97°06'25'' W., thence 90° to a point in latitude 26°03' N., longitude 96°54'30'' W., thence 178° to a point in latitude 25°57'30'' N., longitude 96°54'15'' W., thence 270° to a point in latitude 25°57'30'' N., longitude 97°06' W., (approximately in line with the mouth of the Rio Grande which marks the international boundary between the United States and Mexico), thence 355° to the point of beginning.

(4) The boundaries of the restricted areas will be marked by the United States Coast Guard to assist in defining the limits of and the pass between the restricted areas.

(5) The Air Corps will broadcast over the radio any information concerning the cessation of firing. This information will be given to the Coast Guard Station at Port Isabel, Texas.

(6) On days when firing is to be held in the restricted areas large red flags will be displayed at the Port Isabel Life Boat Station on Padre Island.

(b) *The regulations.* (1) All boats departing from Port Isabel shall check out through the Coast Guard Station so the airplane pilots can be informed to watch for such boats.

(2) On days when firing is scheduled and flag is being displayed as prescribed in paragraph (a) (6) of this section, no person, boat, vessel or craft shall enter or remain in any portion of restricted areas: *Provided, however,* That the Commanding General, Gulf Coast Air Corps Training Center, or the Commanding Officer, Advanced Flying School, Harlingen, Texas, may designate from time to time, by suitable notice, through the United States Coast Guard or others concerned, certain times within which the public, including food fishermen may enter the restricted areas on days when no firing is scheduled.

(3) Persons having business in the restricted areas shall obtain permission to enter or pass through the restricted areas from the United States Air Corps.

(4) These regulations will be enforced by the United States Coast Guard under authority of the Commanding Officer, Gulf Coast Army Air Force Training Center, and through such other officers, enlisted men and employees as may be assigned thereto. All such agencies as Government vessels and other suitable equipment as may be necessary will be used. (Proclamation No. 2557, May 20, 1942) [Regs. June 13, 1942 (CE 7195 (Matagorda Bay, Texas)—SPEON)] 1 Incl.

[SEAL] H. B. LEWIS,
Brigadier General,
Acting The Adjutant General.

[F.R. Doc. 42-7438; Filed, July 31, 1942; 3:09 p. m.]

TITLE 45—PUBLIC WELFARE

Chapter II—Civilian Conservation Corps

PART 203—ENROLLMENT, DISCHARGE, HOSPITALIZATION, DEATH, AND BURIAL OF ENROLLEES

Section 203.19 (b) (1) and (3) is hereby amended to read as follows:

§ 203.19 *Transportation and travel allowances.* * * *

(b) *Transportation in kind from places of discharge* — (1) *Juniors.* Subject to subparagraphs (4), (5), and (6) below and to § 203.21 (e) (3), to places of selection by State selecting agency or to their homes, irrespective of the factors which caused discharge, or to places nearer to than to places of selection or their homes.

* * * * *

(3) *Former enrollees discharged to accept positions with the technical services or with the Army and subsequently re-enrolled without selection.* Subject to subparagraphs (4), (5), and (6) below and to § 203.21 (e) (3), to places of selection for the last previous enrollment from which discharged to accept the positions or to their homes without regard to the place of reenrollment and irrespective of the factors which caused discharge. (50 Stat. 319; 16 U.S.C. 584; and act of July 2, 1942, Public Law 647, 77th Congress) [Par. 66b, C.C.C. Regs. W.D., Dec. 1, 1937 as amended by C 92, July 25, 1942]

[SEAL] H. B. LEWIS,
Brigadier General.
Acting The Adjutant General.

[F. R. Doc. 42-7495; Filed, August 3, 1942; 11:12 a. m.]

Chapter IV—National Youth Administration

[Administrative Order No. 17]

PART 402—WAR PRODUCTION TRAINING PROGRAM

Correction

The table in § 403.3, appearing on page 5719 of the issue for Saturday, July 25, 1942, should read as follows:

	Minimum	*Maximum*
School work program	$3	$6
College and graduate work program	10	25

TITLE 46—SHIPPING

Chapter IV—War Shipping Administration

[General Order 1,[1] Supp. 5]

PART 302—CONTRACTS WITH VESSEL OWNERS

SMALLCRAFT BAREBOAT REQUISITION CHARTER "WARSHIPTOW"

Whereas, an unlimited national emergency was proclaimed by the President of the United States on May 27, 1941; and

Whereas, by Executive Order No. 9054, dated February 7, 1942, the President of the United States conferred upon the War Shipping Administration the functions, duties, and powers with respect to the provisions of section 902 of the Merchant Marine Act, 1936, as amended, to requisition or charter the use of any vessel or other watercraft owned by citizens of the United States or under construction within the United States, for any period during such emergency; and

Whereas, vessels in addition to these otherwise available are and will be necessary for transportation of foreign commerce of the United States or of commodities essential to the national defense and to the prosecution of the war; and

Whereas, the inauguration of barge service between Florida and Cuban ports has become necessary by reason of the aforesaid lack of available vessels for the transportation of foreign commerce of the United States or of commodities essential to the national defense and to the prosecution of the war;

Whereas, it will be necessary from time to time to inaugurate new or expand existing barge services for the transportation of foreign or domestic commerce; and

Whereas, pursuant to the aforesaid Proclamation and Executive Order of the President and the provisions of section 902 of the Merchant Marine Act, 1936, as amended, the Administrator, War Shipping Administration, has requisitioned and will from time to time requisition the use on a bareboat charter basis of vessels owned by citizens of the United States or under construction within the United States for such services.

Now, therefore, it is hereby ordered, That:

§ 302.5 *Smallcraft bareboat requisition charter "Warshiptow".* (a) The attached form of bareboat charter identified as Form No. 109, Warshiptow, 8/1/42, to be entered into by the United States of America, acting by and through the Administrator, War Shipping Administration is approved and adopted for the requisitioned use on a bareboat basis of tugs, barges and other vessels whether or not self-propelled used in or in conjunction with barge services in or between such port or ports as the Administrator shall from time to time determine.

(b) Appropriate special provisions shall be inserted, either by addendum or by insertion, as the owner and the War Shipping Administration shall agree. (E.O. 9054, 7 F.R. 837)

Warshiptow
8/1/42
Form No. 109

UNITED STATES OF AMERICA

SMALL CRAFT BAREBOAT REQUISITION CHARTER "WARSHIPTOW"

This charter made and concluded upon in the District of Columbia the _____ day of _____, 19__, between the United States of America, acting through the War Shipping Administrator (hereinafter called the "Charterer"), and _____ (hereinafter called the "Owner"), owner of the _____ Vessel _____ (hereinafter called the "Vessel"), of _____, Official No. _____, of _____ tons gross register and _____ tons net register.

Witnesseth: That

Whereas, by Proclamation of May 27, 1941, the President declared an unlimited national emergency, and the security of the national defense made it advisable for the Charterer to requisition and charter the use of vessels and other water craft owned by citizens of the United States; and

Whereas, pursuant to the aforesaid Proclamation of the President and the provisions of Section 902, Merchant Marine Act, 1936, as amended, the Charterer has requisitioned the use of the Vessel by Small Craft Requisition No. _____ approved on _____, 19__; and

Whereas, this Charter sets forth the terms which, in the Charterer's judgment, should govern the relations between the United States and the Owner and a statement of the rate of hire which, in the Charterer's judgment, will be just compensation for the use of the Vessel and for the services required under the terms of this Charter;

Now, therefore, it is agreed as follows:

ARTICLE 1. *Charter period.* The Owner agrees to let and the Charterer agrees to hire the Vessel for a period (subject to sooner termination by the Charterer upon fifteen days' written notice to the Owner) beginning with the time of the Vessel's delivery hereunder until the termination of the emergency proclaimed by the President on May 27, 1941, and such additional time needed for (a) the Vessel to complete her current voyage at either the end of said emergency period or at the end of said fifteen days' notice period, as the case may be, and, (b) the Charterer to place the Vessel in the condition required on redelivery under the terms of this Charter.

ART. 2. *Delivery and redelivery of vessel.* The Vessel shall be delivered as of _____ o'clock _____ Time, on 19____, at the Port of _____, as evidenced by the delivery receipt, and there redelivered after being restored to her condition on delivery as hereinafter provided, unless actually or constructively lost, at such safe place or pier to be designated by the Owner, unless otherwise mutually arranged.

ART. 3. *Charter hire.* The Charterer shall pay the Owner hire in the amount of $_____, for each day of twenty-four hours, and pro rata for any part of a day, from the time of acceptance, until the time of redelivery, or, if the Vessel is sooner lost, until the time of her loss (if the time of such loss is uncertain, then until the time last heard from), or if the Vessel is a declared constructive total loss as hereinafter provided, to the time of such declaration by the Charterer.

Such hire shall be due and payable on the first day of each calendar month during the period of this Charter, for the preceding month or portion thereof.

ART. 4. *Condition of vessel on delivery and redelivery.* Subject to the provisions of the second and third paragraphs of Article 5, the Charterer shall accept the Vessel "as is", in whatever condition it may be at the time of acceptance thereof, without any agreement representation or warranty, expressed or implied, by the Owner as to its physical condition, equipment, seaworthiness, or fitness for any purposes whatsoever, or against any defects, except as to latent defects, against all of which the Owner warrants the Vessel.

The Charterer shall be at liberty to install any equipment and make alterations and additions to quarters and equipment incident to the service in which the Vessel is to be used, and to install any additional gear or equipment for loading, carrying or discharging cargo or for towing or other services beyond that on board at the beginning of this Charter. Such equipment, materials, and gear so fitted are to be considered Charterer's

[1] 7 F.R. 1505, 1548, 2320, 4305, 4307, 4588, 5914.

property and; the Charterer shall remove the same at its expense before redelivery, and shall restore the Vessel to her condition prior to such changes (ordinary wear and tear excepted).

Unless actually or constructively lost, the Vessel on redelivery shall, at the cost of the Charterer, be restored to the Owner in a condition at least as good as when accepted hereunder, less ordinary wear and tear, or in lieu of making such repairs, the Charterer (at its option) shall pay the Owner an amount to place the Vessel in such condition, which payment shall include: (a) an amount (payable month by month) equal to the hire herein fixed for use of the Vessel for the period of time necessary, the utmost diligence and despatch being used, for such repairing; and (b) any such further amount necessarily expended or to be expended by the Owner for insurance, wages and subsistence of master and members of the crew and other vessel expenses incurred during the period of time necessary, such diligence and despatch being used, for repairing the damage.

ART. 5. *Maintenance.* The Charterer shall, at its own expense, maintain the Vessel, so far as possible, in at least as good condition, working order and repair as said Vessel was in at the time of her acceptance to the Charterer hereunder, ordinary wear and tear excepted.

The Vessel shall be drydocked and surveyed before acceptance and on redelivery to determine her condition under the terms of this Charter. The cost of drydocking or acceptance shall be paid for by the Charterer, and the cost of drydocking or redelivery shall be paid for by the Owner. Should the Charterer elect to waive drydocking on acceptance, any damage to the Vessel's bottom found on redelivery shall be presumed, in the absence of proof to the contrary, to have occurred subsequent to the date of acceptance, and all expenses in repairing such damage shall be for account of the Charterer.

If, at the time of delivery hereunder, the Vessel has outstanding classification requirements or has sustained unrepaired damage of an insurable nature, the cost of repairing such unrepaired damage or of satisfying the outstanding classification requirements shall be for the Owner's account and, if the Charterer is not reimbursed for such cost by the Owner, such cost shall be deducted by the Charterer from the charter hire due hereunder and, in either event, during the time required for such repairs, the Vessel shall be off-hire.

Decay or corrosion from natural causes which require the entire replacement of frame, deck beams, deck housing, planking and side or bottom plates other than that caused by collision or other accidents shall be for the Owner's account as will natural deterioration of boilers, pump condensers and main engines. If, during the term of this Charter excessive repairs are necessary in the way of replacement of machinery or to hull and such repairs shall be considered as renewing or adding to the value of the Vessel, such repairs may be made by the Charterer and shall be for the Owner's account, provided, however, that if caused by collision or other accident it shall be for the Charterer's account.

ART. 6. *Fuel and stores on board vessel at delivery and redelivery.* The Charterer shall accept and pay for all unbroached consumable stores, fuel oil and fresh water on board at the time of delivery, in good order and condition and not in excess of vessel's normal requirements, and the Owner shall accept and pay for all unbroached consumable stores, fuel oil and fresh water on board on redelivery, in good order and condition and not in excess of vessel's normal requirements, at the current market prices at the port of delivery and of redelivery, respectively, on the respective dates of the inventories thereof. "Consumable stores" within the meaning of this paragraph are all consumable and subsistence stores (but not radio supplies, expendable equipment, scrap and junk) listed in United States Maritime Commission Voyage Stores Reports, Forms 7915A, 7916A, 7918A, and 7919A (Revised Forms 1939).

ART. 7. *Inventories.* A complete inventory of the Vessel's entire outfit, equipment, furniture, furnishings, appliances, spare and replacement parts and of all consumable stores, fuel oil and fresh water on board as of the time of the Vessel's delivery shall be jointly taken by representatives of the Charterer and the Owner, and mutually agreed upon by them both as to items and price at such time or as soon thereafter as may be possible, and a similar inventory shall be so jointly taken and mutually agreed upon immediately after redelivery. Items other than fuel, water and consumable stores included in the redelivery inventory, however, shall not be repriced on redelivery.

ART. 8. *Use of equipment.* The Charterer shall have the use of all outfit, equipment, furniture, furnishings, appliances, spare and replacement parts on board the Vessel from time of delivery without extra cost (with the exception of the leased equipment), and the same or their substantial equivalent shall be returned to the Owner on redelivery in the same good order and condition as when received, and any such items lost, destroyed, damaged, or so worn in service as to be unfit for use to be replaced or made good by the Charterer in kind before redelivery or in value at the time of redelivery. The Charterer shall also have the benefit of all apparatus and appliances and spare repair replacement parts on shore, at prices to be mutually agreed upon between the parties, and the Owner shall furnish the Charterer forthwith a list of such parts and equipments.

ART. 9. *Leased equipment.* The Charterer may assume the obligations of the Owner under any contracts in connection with leased equipment on board and all expenses connected therewith after delivery, either by direct payment to the lessor thereof or by reimbursing the Owner for the rental and any other expenses under the Owner's contracts for such equipment during the period of this Charter, at the Owner's option, except that the Charterer, at the beginning of the charter period may substitute any other form of agreement as to such services mutually satisfactory to the Charterer and these contractors.

ART. 10. *Charterer to man, victual and navigate.* During the period hereof, the Charterer shall at its own expense, or by its own procurement, man, victual, navigate, operate, supply, fuel, and repair the Vessel and pay all charges and expenses of every kind and nature whatsoever incident thereto.

ART. 11. *Marine and war risk.* The Charterer shall, effective with the time of delivery of the Vessel under this Charter, assume war, marine and all other risks or liabilities of whatsoever nature or kind, against the Owner or Vessel including all risks or liabilities for breach of statute or for damage caused to other vessels, persons or property, and shall indemnify and save harmless the Owner and the Vessel against and from any and all loss, liability, damage, injury (including death claims), and expense (including costs of court and reasonable attorneys' fees) on account of such risks or liabilities arising out of any matter occurring during the currency of this Charter.

ART. 12. *Loss of vessel.* In the event the Vessel is actually lost or is declared to be a constructive total loss or is an arranged total loss, the Charterer shall pay to the Owner as soon as practicable $_____ for the Vessel, including interest at the rate of three per centum (3%) per annum calculated in the case of actual total loss beginning 90 days from the date of loss, if known, otherwise beginning 90 days from the date the Vessel was last heard from; in the case of declared constructive total loss beginning on the date such declaration is made; and in the case of an arranged total loss beginning on the date the loss is agreed upon.

If the Vessel sustains serious damage or injury arising during the period of this Charter, to such extent that the Charterer shall consider her to be a constructive total loss, the Charterer shall have the option (to be exercised as promptly as possible, but in no event later than 90 days from the date of the casualty), of declaring the Vessel to be a constructive total loss as of the date of such declaration and of taking over or selling her, and the Owner shall be paid the amount provided above.

If the Vessel is a total loss (actual or constructive) or is purchased or title thereto is requisitioned by the Charterer, the Owner agrees to allow the Charterer a deduction of one-third of the total hire paid or accrued hereunder to the time of such loss or the date of delivery under such purchase or requisition, from the sum stipulated as payable by the Charterer to the Owner under the provisions of this Article in the event of total loss, and the payment of such stipulated sum, less such deduction, shall constitute just compensation and full satisfaction for such loss, purchase or taking.

ART. 13. *Indemnification.* The Owner shall forever indemnify and hold harmless the Charterer against any liens of whatsoever nature upon the vessel at the time of its delivery hereunder and the Charterer shall forever indemnify, hold harmless, and defend the Owner against any liens of whatsoever nature upon the Vessel at the time of its redelivery hereunder, by whomsoever asserted, and against any claim of lien (including costs and reasonable attorneys' fees paid or incurred in defending any such claim, whether or not the claim be found to be valid) whenever and by whomsoever asserted, arising out of any matter occurring during the period of this Charter or out of the use or operation of the Vessel by the Charterer or any subcharterer or out of any act or neglect of the Charterer or any subcharterer in relation to the Vessel or out of any obligation or liability incurred by the Charterer or any subcharterer. The Charterer shall also indemnify, hold harmless and defend the Owner against any claims, demands, or liabilities against the Owner (including costs and reasonable attorney's fees in defending such claims or demand, whether or not the claim or demand be found to be valid) arising out of the use of operation of the Vessel by the Charterer or any subcharterer, or out of any act or neglect of the Charterer or any subcharterer in relation to the Vessel, or out of any obligation or liability incurred by the Charterer or any subcharterer.

ART. 14. *Subcharter.* The Charterer shall at all times have the right to subcharter the Vessel, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

ART. 15. *Payments.* All payments to be made by the Charterer to the Owner and all payments to be made by the Owner to the Charterer, under the terms of this Charter, shall be made in the District of Columbia by or to the Charterer.

In consideration of the compensation provided and the other obligations assumed by the Charterer hereunder, the Owner accepts this Charter in full satisfaction of any and all claims he has or may have against the United States of America arising out of the requisition of the Vessel and accepts the

compensation herein provided for as the compensation required by law.

ART. 16. *Officials not to benefit.* No member of or delegate to Congress, nor Resident Commissioner, shall be admitted to any share or part of this Charter or to any benefit that may arise therefrom, except as provided in Section 116 of the Act, approved March 4, 1909 (35 Stat. 1109). No member of or Delegate to Congress, nor Resident Commissioner, shall be employed by the Owner either with or without compensation as an attorney, agent, officer or director.

In witness whereof, the parties hereto have executed this Charter Party Agreement in triplicate as of the day and year first above written.

UNITED STATES OF AMERICA,
By WAR SHIPPING ADMINISTRATION,
By _____
For the Administrator.

Attest:

_____
Secretary

_____
By _____
or (for non-corporate owners)
In the presence of:

_____
Witness
and

_____
Witness

Approved as to form:

_____
Assistant General Counsel,
War Shipping Administration.

I, _____, certify that I am the duly chosen, qualified, and acting Secretary of _____ a party to this Agreement, and, as such, I am the custodian of its official records and the minute books of its governing body; that _____ who signed this Agreement on behalf of said corporation, was then the duly qualified _____ of said corporation; that said officer affixed his manual signature to said Agreement in his official capacity as said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Agreement is within the scope of the corporate and lawful powers of this corporation.

[CORPORATE SEAL] _____ Secretary.

By order of the War Shipping Administrator.

[SEAL] W. C. PEET, Jr.,
Secretary.

JULY 27, 1942.

[F. R. Doc. 42-7465; Filed, August 1, 1942; 11:20 a. m.]

[General Order 16,[1] Supp. 2]

PART 303—CONTRACTS FOR CARRIAGE ON VESSELS OWNED OR CHARTERED BY THE WAR SHIPPING ADMINISTRATION

UNIFORM BILL OF LADING FOR BARGES, TUGS AND OTHER VESSELS USED IN BARGE SERVICE

Whereas on July 4, 1942, a Uniform Bill of Lading was approved for use in the operation of all vessels, the operation of which was within the control of the Administrator; and

Whereas the need for the inauguration of new or the expansion of existing barge services has become apparent; and

Whereas the need for an additional special Uniform Bill of Lading to be used in the operation of vessels in such services is apparent.

Now, therefore, it is hereby ordered, That:

§ 303.12 *Uniform bill of lading for barges, tugs and other vessels used in barge service.* (a) All operators of vessels used in barge services for the use or account of the United States of America in domestic or foreign commerce shall, on or before August 15, 1942, use or cause to be used only the Uniform Bill of Lading identified as Form No. 108 Warshiptowblading 8/1/42, which shall be in the form attached.

(b) The operators shall, upon previous advice to War Shipping Administration, incorporate in such bills of lading any special arrangements on the face thereof and any other special clauses respectively appropriate to the trade and route undertaken.

(c) If or when a short form of bill of lading shall have been approved incorporating by reference the aforesaid terms and conditions of carriage it shall be used with the same force and effect as though the said terms and conditions had been set forth in full therein.

(d) Property of the United States of America required to be shipped pursuant to the Government Form Bill of Lading (Standard Form No. 1058) shall continue to be so shipped and the carrier's bill of lading therein referred to shall be deemed to mean the bill of lading herein approved.

(e) The right is reserved to approve other forms of bills of lading or clauses as the Administrator may deem appropriate in certain circumstances. (E.O. 9054, 7 F.R. 837)

Warshiptowblading
8/1/42
Form No. 108

UNITED STATES OF AMERICA ACTING BY AND THROUGH THE WAR SHIPPING ADMINISTRATION

By _____
(Agent)

Received from the Shipper hereinafter named, the goods or packages said to contain goods hereinafter mentioned, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported subject to all the terms of this bill of lading with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge or so near thereunto as the vessel can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transshipped on payment of the charges thereon. If the goods in whole or in part are shut out from the vessel named herein for any cause, the Carrier shall have liberty to forward them under the terms of this bill of lading on the next available vessel.

It is agreed that the custody and carriage of the goods are subject to the following terms on the face and reverse hereof which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the Carrier, Master and vessel in every contingency, wheresoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the vessel at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the Carrier unless by express waiver signed by a duly authorized agent of the Carrier:

Barge _____ Voyage No. _____
Port of Loading _____
Shipper _____
Consignee: Order of _____ or assigns _____ If consigned to Shipper's Order arrival notice to be addressed to _____
_____
(Without liability to carrier, see Clause 11 hereof)
Port of Discharge from Ship _____
(If goods to be transhipped at port of discharge)
Destination of Goods _____
(See Clause 10 hereof)

THE SCOPE OF THE VOYAGE IS DESCRIBED IN CLAUSE 3 HEREOF—PARTICULARS FURNISHED BY SHIPPER OF GOODS

Marks and numbers	Quantity or number of pieces or packages	Description of goods	Gross weight (pounds)	Measurement

_____@____per 100 lbs._____ $_____
_____@____per 2,240 lbs._____ $_____
__ft._____in. @____per cub. ft._____ $_____
__ft._____in. @____per cub. ft._____ $_____
_____@_____ _____ $_____
$_____
Freight to be Prepaid—To Collect*__ $_____
$_____

*(Cross out words not applicable.)

In accepting this bill of lading the shipper, consignee and owner of the goods agree to be bound by all of its stipulations, exceptions, and condition, whether written, printed, or stamped on the front or back hereof, any local customs or privileges to the contrary notwithstanding.

UNITED STATES OF AMERICA ACTING BY AND THROUGH THE WAR SHIPPING ADMINISTRATION,
By _____
(As Agent)
By _____
B/L No. _____

1. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as may be otherwise specifically provided herein) shall govern before the goods are loaded on and after they are discharged from the vessel and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever from any delay, non-delivery or misdelivery, or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier.

(a) The Carrier shall be entitled to the full benefit of, and right to, all limitations of, or exemptions from, liability authorized by any provisions of Section 4281 to 4286 of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply.

2. The contract voyage contemplates carriage of the goods herein described by barge, lighter or other craft, whether or not self propelled and in this bill of lading the word "vessel" shall include any substituted vessel.

[1] 7 F.R. 5246, 5677.

and any craft, lighter or other means of conveyance owned, chartered or operated by the Carrier used in the performance of this contract; the word "Carrier" shall include the vessel, the tug or other towing vessel used thereby, her owner, master, operator, demise charterer, and if bound hereby any time charterer, and any substituted carrier, whether the owner, operator, charterer, or master shall be acting as carrier or bailee; the word "shipper" shall include the person named as such in this bill of lading and the person for whose account the goods are shipped; the word "consignee" shall include the holder of the bill of lading, properly endorsed, and the receiver and the owner of the goods; the word "charges" shall include freight and all expenses and money obligations incurred and payable by the goods, shipper, consignee, or any of them.

3. The scope of voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not; also ports in or out of the advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the vessel may sail or be towed beyond the port of discharge or in a direction contrary thereto or return to the original port, or depart from the direct or customary route, and includes all canals, straits and other waters. The vessel may call at any port for the purposes of the current voyage or of a prior or subsequent voyage. The vessel may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once; may for matters occurring before loading the goods, known or unknown at the time of such loading and matters occurring after such loading, either with or without the goods or passengers on board, and before or after proceeding toward the port of discharge, adjust compasses, dry dock, with or without cargo aboard go on ways or to repair yards, shift berths, make trial trips or tests, take fuel or stores, remain in port, sail with or without pilots, tow and be towed, and save or attempt to save life or property; and all of the foregoing are included in the contract voyage.

4. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the vessel or any part of her cargo, to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual or agreed place of discharge in such port, the Carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon failure to do so, may warehouse the goods at the risk and expense of the goods; or the Carrier or the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, craft, or other place; or the vessel may proceed or return, directly or indirectly, to or stop at any port or place whatsoever as the Master or the Carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or the Carrier or the Master may retain the cargo on board until the return trip or until such time as the Carrier or the Master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the Carrier or the Master may discharge and forward the goods by any means, rail, water, land, or air at the risk and expense of the goods. The Carrier or the Master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the vessel, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility. For any services rendered to the goods as hereinabove provided, the Carrier shall be entitled to a reasonable extra compensation.

5. The Carrier, Master and vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharges, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such governments or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the vessel, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The vessel may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

In addition to all other liberties herein the Carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from the Carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods.

6. Unless otherwise stated herein, the description of the goods and the particulars of the packages mentioned herein are those furnished in writing by the shipper and the Carrier shall not be concluded as to the correctness of marks, number, quantity, weight, gauge, measurement, contents, nature, quality or value. Single pieces or packages exceeding 4480 lbs. in weight shall be liable to pay extra charges in accordance with tariff rates or terminal charges in effect at time of shipment for loading, handling, transshipping or discharging and the weight of each such piece or package shall be declared in writing by the shipper on shipment and clearly and durably marked on the outside of the piece or package. The shipper and the goods shall also be liable for, and shall indemnify the Carrier in respect of any injury, loss or damage arising from shipper's failure to declare and mark the weight of any such piece or package or from inadequate or improper description of the goods or from the incorrect weight of any such piece or package having been declared or marked thereon, or from failure to disclose fully the nature and character of the goods.

7. In respect of goods carried on deck all risks of loss or damage by perils inherent in such carriage shall be borne by the shipper or the consignee but in all other respects the custody and carriage of such goods shall be governed by the terms of this bill of lading and the provisions stated in said carriage of Goods by Sea Act notwithstanding Sec. 1 (c) thereof.

Due to existing war conditions and to consequent lack of tonnage it is agreed that the goods herein described may be transported by a vessel not licensed, constructed or equipped for the contract voyage and all risks of loss or damage by perils inherent in such carriage shall be borne by the shipper or consignee.

8. If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel of her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

9. General Average shall be adjusted, stated and settled, according to Rules 1 to 15 inclusive, 17 to 22 inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the Carrier, and as to matters not provided for by these rules, according to the laws and usages at the port of New York. In such adjustment disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the Carrier, must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery. Such deposit shall, at the option of the Carrier, be payable in United States money and be remitted to the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in United States money.

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving vessel or vessels belonged to strangers.

10. Whenever the Carrier or the Master may deem it advisable or in any case where the goods are consigned to a point where the vessel do not expect to discharge, the Carrier or Master may, without notice, forward the whole or any part of the goods before or after loading at the original port of shipment, or any other place or places even though outside the scope of the voyage of the route to or beyond the port of discharge

or the destination of the goods, by any vessel, vessels or other means of transportation by water or by land or by air or by any such means, whether operated by the Carrier or by others and whether departing or arriving or scheduled to depart or arrive before or after the vessel expected to be used for the transportation of the goods. This Carrier, in making arrangements for any transhipping or forwarding vessel or means of transportation not operated by this Carrier shall be considered solely the forwarding agent of the shipper and without any other responsibility whatsoever.

The carriage by any transhipping or forwarding carrier and all transhipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, freight note, contract or other shipping document used at the time by such carrier, whether issued for the goods or not, and even though such terms may be less favorable to the shipper or consignee than the terms of this bill of lading and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the on-carrier from liability for negligence. The shipper expressly authorizes the Carrier to arrange with any such transhipping or forwarding carrier that the lowest valuation of the goods or limitation of liability contained in the bill of lading or shipping document of such carrier shall apply even though lower than the valuation or limitation herein, provided that the shipper shall not be compelled to pay a rate higher than that applicable to the valuation contained in such bill of lading. Pending or during transhipment the goods may be stored ashore or afloat at their risk and expense and the Carrier shall not be liable for detention.

11. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the vessel and the Carrier without giving notice either of arrival or discharge, may discharge the goods directly they come to hand, at or onto any wharf, craft or place that the Carrier may select, and continuously Sundays and holidays included, at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be. The carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the goods are upon the wharf, craft, or other loading or discharging place. All lighterage and use of craft in receiving or discharging shall be at the risk and expense of the goods. Landing and delivery charges and pier dues shall be at the expense of the goods unless included in the freight herein provided for. If the goods are not taken away by the consignee by the expiration of the next working day after the goods are at his disposal, the goods may at Carrier's option and subject to Carrier's lien, be sent to store or warehouse or be permitted to lie where landed, but always at the expense and risk of the goods. The responsibility of the Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The Carrier shall not be required to give any notification or disposition of the goods.

The cargo or cargoes shall be delivered and received alongside the Vessel, where she can load and discharge always safely afloat, and proceed and return always safely afloat, within reach of her tackles; and lighterage and also extra lighterage, if any, shall be at the risk and expense of the cargo.

12. The Carrier shall not be liable for failure to deliver in accordance with marks unless such marks shall have been clearly and durably stamped or marked by the shipper before shipment upon the goods or packages, in letters and numbers not less than two inches high, together with name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for completing delivery to the various consignees of goods of like character, in proportion to any apparent shortage, loss of weight or damage. Loss or damage to goods in bulk stowed without separation from other goods in bulk of like quality, shipped by either the same or another shipper, shall be divided in proportion among the several shipments.

13. The goods shall be liable for all expense of mending, cooperage, baling or reconditioning of the goods or packages and gathering of loose contents of packages; also for any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier or the ship in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, Board of Health or other certificates to accompany the goods or to comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any port or place or any act or omission of the shipper or consignee.

14. Freight shall be payable on actual gross intake weight or measurement or, at Carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper herein but the Carrier may at any time open the packages and examine, weigh, measure and value the goods. In case shipper's particulars are found to be erroneous and additional freight is payable, the goods shall be liable for any expense incurred for examining, weighing, measuring, and valuing the goods. Full freight shall be paid on damaged or unsound goods. Freight on sugar shall be payable as follows: Eighty-five per cent (85%) of freight payable in cash on the basis of gross bill of lading weight on arrival of Vessel at discharging berth to the order of Vessel, Owner, Operator or Agent, and on final discharge of cargo any over or short payment to be adjusted on the gross landed weight as determined by Public Weighers' returns, free of discount or interest. Full freight hereunder to port of discharge named herein shall be considered completely earned on shipment whether the freight be stated or intended to be prepaid or to be collected at destination; and the Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever vessel and/or cargo lost or not lost or the voyage broken up or abandoned. If there shall be forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the port of shipment, or, at Carrier's option, in the currency of the port of discharge, at the demand rate of New York exchange as quoted on the day of the vessel's entry at the Custom House of her port of discharge. The Carrier shall have a lien on the goods, which shall survive delivery, for all charges due hereunder and may enforce this lien by public or private sale and without notice. The shipper and the consignee shall be jointly and severally liable to the Carrier for the payment of all charges and for the performance of the obligation of each of them hereunder.

15. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the vessel, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect.

16. In case of any loss or damage to or in connection with goods exceeding in actual value $500 lawful money of the United States, per package, or, in case of goods not shipped in packages, per customary freight unit, the value of the goods shall be deemed to be $500 per package or per unit, on which basis the freight is adjusted and the Carrier's liability, if any, shall be determined on the basis of a value of $500 per package or per customary freight unit, or pro rata in case of partial loss or damage, unless the nature of the goods and a valuation higher than $500 shall have been declared in writing by the shipper upon delivery to the Carrier and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Whenever the value of goods is less than $500 per package or other freight unit, their value in the calculation and adjustment of claims for which the Carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and insurance if paid, irrespective of whether any other value is greater or less.

17. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in the bill of lading. If the loss or damage is not apparent the notice must be given within three days of the delivery. The Carrier shall not be liable upon any claim for loss or damage unless written particulars of such claim shall be received by the Carrier within thirty days after receipt of the notice provided for.

18. In any event the Carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought until jurisdiction shall have been obtained over Carrier and/or the ship by service of process or by an agreement to appear.

19. To avoid or alleviate preventions or delays in prosecution or completion of the voyage incident to the existence of hostilities, the Carrier has liberty and is authorized by the shipper and the owner of the goods to agree with the representatives of any government to submit the goods to examination at any place or places whatsoever and to delay delivery of the same until any restriction asserted by any governmental authority shall have been removed. The Carrier may put the goods in store ashore or afloat at the risk and expense of the owner of the same pending examination; and thereupon the Carrier's responsibility shall end. Any damage or deterioration occasioned by such ex-

amination or by delay and other risks of whatsoever nature shall be solely for account of the owner of the goods. All expenses incurred by the Carrier in relation to such detention of the goods shall be paid by the shipper or consignee or owner of the goods.

20. This Bill of Lading shall be construed and the rights of the parties thereunder determined according to the law of the United States.

21. Cargo skids and labor on quay are to be provided by vessel's agent for account of consignee at current rate, and any cargo which may be ordered for delivery into fiscal deposits, must be taken by an official cartman appointed by the agent of the vessel, at current rates for account and risk of consignee.

22. If any bagged or baled goods are landed slack or torn, receiver and/or consignee shall accept its proportion of the sweepings. Ship not responsible for loss of weight in bags or bales torn, mended or with sample holes.

23. The carriage herein contemplated is upon a multiple tow basis, any custom or practice of the trade to the contrary notwithstanding; and it shall not be deviation or a violation of this contract for the carrier to proceed to other point or points whether or not within the same port for the purpose of making tow and whether or not such other point or points are in or out of the advertised, geographical, usual or ordinary route or order.

24. All agreements or freight engagements for the shipment of the goods are superseded by this bill of lading, and all its terms, whether written, typed, stamped, or printed, are accepted and agreed by the shipper to be binding as fully as if signed by the shipper, any local customs or privileges to the contrary notwithstanding. Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection or exemption from or limitation of liability. If required by the Carrier, one signed bill of lading duly endorsed must be surrendered to the agent of the vessel at the port of discharge in exchange for delivery order.

25. Public Weighters' count shall be used in determining outturn of sugar cargo, and if there be any dispute in reference to count, an adjustment of such dispute must be arrived at immediately as the truck passes over the Public Weighters' scale, which must be located near the Government scale, and this adjustment must be made by a representative each of the Shipper, the Vessel, and the Consignee, and the decision arrived at by a majority of these three parties is to be final and binding on all parties hereto. Vessel shall be furnished with as many copies of Public Weighers' certificate as may be required, free of charge.

By order of the War Shipping Administrator.

[SEAL] W. C. PEET, Jr.,
Secretary.

JULY 27, 1942.

[F. R. Doc. 42-7466; Filed, August 1, 1942; 11:20 a. m.]

[General Order 16, Supp. 3]

PART 303—CONTRACTS FOR CARRIAGE ON VESSELS OWNED OR CHARTERED BY WAR SHIPPING ADMINISTRATION

General Order No. 16 (§ 303.11)[1] is hereby amended by adding a new paragraph as follows:

10. Clause 27 of such general order shall be included in the printed form of bill of lading whenever customary in a particular trade; otherwise it may be omitted. Where used it may be amended by striking therefrom the word "owners" and substituting therefor the word "carrier". (E.O. 9054; 7 F.R. 837)

By Order of the War Shipping Administrator.

[SEAL] W. C. PEET, Jr.,
Secretary.

JULY 30, 1942.

[F. R. Doc. 42-7467; Filed, Aug. 1, 1942; 11:22 a. m.]

[1] 7 F.R. 5246, 5677, and *supra*.

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter II—Office of Defense Transportation

[General Permit O.D.T. 1-2]

PART 520—CONSERVATION OF RAIL EQUIPMENT; EXCEPTIONS AND PERMITS

SUBPART A—MERCHANDISE TRAFFIC

MOVEMENT OF MERCHANDISE FREIGHT CARS FOR ARMED FORCES

Notwithstanding the provisions of General Order O.D.T. No. 1,[1] as amended, Chapter II of this Title, Part 500, Subpart A,

It is hereby authorized, That:

§ 502.2 *Movement of merchandise freight cars for armed forces.* Any carrier by railroad is hereby authorized to accept for shipment or forwarding, load or forward from any city or town at which such car is originated, any railway closed freight car containing merchandise for the use of the armed forces of the United States in connection with field maneuvers, destined to or shipped from any depot, warehouse, or other facility of such armed forces. (E.O. 8989, 9156, 6 F.R. 6725; 7 F.R. 3349)

This General Permit shall become effective August 3, 1942, and shall remain in full force and effect until further order of this Office.

Issued at Washington, D. C., this 3d day of August 1942.

JOSEPH B. EASTMAN,
Director of Defense Transportation.

[F. R. Doc. 42-7487; Filed, August 3, 1942; 10:26 a. m.]

[General Permit O.D.T. 3-3]

PART 521—CONSERVATION OF MOTOR EQUIPMENT; PERMITS

SUBPART B—COMMON CARRIERS OF PROPERTY

TRANSPORTATION OF EXPOSED MOTION PICTURE FILM

In accordance with the provisions of General Order O.D.T. No. 3, revised,[2] Title 49, Chapter II, Part 501, Subpart B, § 501.8,

It is hereby authorized, That:

§ 521.502 *Transportation of exposed motion picture film.* Any common carrier when operating a motor truck engaged exclusively in the transportation of exposed motion picture film, including film advertising matter and incidental theatrical supplies, or when operating a motor truck engaged exclusively in the transportation of exposed motion picture film, including film advertising matter and incidental theatrical supplies, and newspapers or magazines, is hereby relieved, in respect of any such motor truck so engaged in such transportation, from compliance with the provisions of subparagraphs (1) and (2) of paragraph (a) and subparagraph (2) of paragraph (b) of § 501.6 of General Order O.D.T. No. 3, revised. (E.O. 8989, 6 F.R. 6725; E.O. 9156, 7 F.R. 3349; Gen. Order O.D.T. No. 3, revised, 7 F.R. 5445)

This general permit shall become effective August 1, 1942, and shall remain in full force and effect until further order of this office.

Issued at Washington, D. C., this 31st day of July 1942.

JOSEPH B. EASTMAN,
Director of Defense Transportation.

[F. R. Doc. 42-7488; Filed, August 3, 1942; 10:26 a. m.]

[1] 7 F.R. 3046; 7 F.R. 3212; 7 F.R. 3753.
[2] 7 F.R. 5445.

Notices

TREASURY DEPARTMENT.

Fiscal Service: Bureau of the Public Debt.

2½ PERCENT TREASURY BONDS OF 1962-67

ADDITIONAL ISSUE

[1942, Dept. Circ. No. 692]

AUGUST 3, 1942.

I. Offering of Bonds

1. The Secretary of the Treasury, pursuant to the authority of the Second Liberty Bond Act, as amended, invites subscriptions, at par and accrued interest, from the people of the United States for bonds of the United States, designated 2½ percent Treasury Bonds of 1962-67. These bonds will not be available for subscription, for their own account, by commercial banks which accept demand deposits. The amount of the offering is not specifically limited.

II. Description of Bonds

1. The bonds now offered will be an addition to and will form a part of the series of 2½ percent Treasury Bonds of 1962-67 issued pursuant to Department Circular No. 685, dated May 4, 1942, will be freely interchangeable therewith, and are identical in all respects therewith.

2. The bonds will be dated May 5, 1942, and will bear interest from that date at the rate of 2½ percent per annum, payable on a semiannual basis on June 15 and December 15 in each year until the principal amount becomes payable, the first payment being made December 15, 1942. They will mature June 15, 1967, but may be redeemed at the option of the United States on and after June 15, 1962, in whole or in part, at par and accrued

interest, on any interest day or days, on 4 months' notice of redemption given in such manner as the Secretary of the Treasury shall prescribe. In case of partial redemption the bonds to be redeemed will be determined by such method as may be prescribed by the Secretary of the Treasury. From the date of redemption designated in any such notice, interest on the bonds called for redemption shall cease.

3. The income derived from the bonds shall be subject to all Federal taxes, now or hereafter imposed. The bonds shall be subject to estate, inheritance, gift or other excise taxes, whether Federal or State, but shall be exempt from all taxation now or hereafter imposed on the principal or interest thereof by any State, or any of the possessions of the United States, or by any local taxing authority.

4. The bonds will not be acceptable to secure deposits of public moneys before May 5, 1952, they will not bear the circulation privilege, and they will not be entitled to any privilege of conversion.

5. Bonds registered as to principal and interest will be issued in denominations of $100, $500, $1,000, $5,000, $10,000 and $100,000. The bonds will not be issued in coupon form prior to May 5, 1952, but will be available in coupon form after that date, in the same denominations as, and freely interchangeable with, the registered bonds of this issue. Under rules and regulations prescribed by the Secretary of the Treasury, provision will be made for the transfer of the bonds, other than to commercial banks which accept demand deposits, and for exchanges of denominations. They will not be eligible for transfer to commercial banks which accept demand deposits before May 5, 1952. However, the bonds may be pledged as collateral for loans, including loans by commercial banks which accept demand deposits, but any such bank acquiring such bonds before May 5, 1952, because of the failure of such loans to be paid at maturity will be required to dispose of them in the same manner as they dispose of other assets not eligible to be owned by banks.

6. Any bonds issued hereunder, or under the provisions of Department Circular No. 685, dated May 4, 1942, which upon the death of the owner constitute part of his estate, will be redeemed at the option of the duly constituted representatives of the deceased owner's estate, at par and accrued interest to date of payment[1]: *Provided*,

(a) That the bonds were actually owned by the decedent at the time of his death; and

(b) That the Secretary of the Treasury be authorized to apply the entire proceeds of redemption to the payment of Federal estate taxes.

Registered bonds submitted for redemption hereunder must be duly assigned to "The Secretary of the Treasury for redemption, the proceeds to be paid to the Collector of Internal Revenue at _____ for credit on Federal estate taxes due from estate of _____." Owing to the periodic closing of the transfer books and the impossibility of stopping payment of interest to the registered owner during the closed period, registered bonds received after the closing of the books for payment during such closed period will be paid only at par with a deduction of interest from the date of payment to the next interest payment date;[2] bonds received during the closed period for payment at a date after the books reopen will be paid at par plus accrued interest from the reopening of the books to the date of payment. In either case checks for the full six months interest due on the last day of the closed period will be forwarded to the owner in due course. All bonds submitted must be accompanied by Form PD 1782,[3] properly completed, signed and sworn to, and by a certificate of the appointment of the personal representatives, under seal of the court, dated not more than 6 months prior to the submission of the bonds, which shall show that at the date thereof the appointment was still in force and effect. Upon payment of the bonds appropriate memorandum receipt will be forwarded to the representatives, which will be followed in due course by formal receipt from the Collector of Internal Revenue.

7. Except as provided in the preceding paragraphs, the bonds will be subject to the general regulations of the Treasury Department, now or hereafter prescribed, governing United States bonds.

III. Subscription and Allotment

1. Subscriptions will be received at the Federal Reserve Banks and Branches and at the Treasury Department, Washington. Banking institutions and security dealers generally may submit subscriptions for account of customers, but only the Federal Reserve Banks and the Treasury Department are authorized to act as official agencies. Subscriptions must be accompanied by payment in full for the amount of bonds applied for.

2. The Secretary of the Treasury reserves the right to reject any subscription, in whole or in part, to allot less than the amount of bonds applied for, and to close the books as to any or all subscriptions at any time without notice; and any action he may take in these respects shall be final. Subject to these reservations, all subscriptions will be allotted in full. Allotment notices will be sent out promptly upon allotment.

IV. Payment

1. Payment at par and accrued interest from May 5, 1942, for bonds allotted hereunder must be made on August 3, 1942, or on later allotment. Accrued interest from May 5, 1942 to August 3, 1942, inclusive is $6.16293 per $1,000. Each day's accrued interest thereafter is $0.0683 per $1,000. Any qualified depositary will be permitted to make payment by credit for bonds allotted to its customers up to any amount for which it shall be qualified in excess of existing deposits, when so notified by the Federal Reserve Bank of its district.

V. General Provisions

1. As fiscal agents of the United States, Federal Reserve Banks are authorized and requested to receive subscriptions, to make allotments up to the amounts indicated by the Secretary of the Treasury to the Federal Reserve Banks of the respective districts, to issue allotment notices, to receive payment for bonds allotted, to make delivery of bonds on full-paid subscriptions allotted, and they may issue interim receipts pending delivery of the definitive bonds.

2. The Secretary of the Treasury may at any time, or from time to time, prescribe supplemental or amendatory rules and regulations governing the offering, which will be communicated promptly to the Federal Reserve Banks.

[SEAL] HENRY MORGENTHAU, JR.,
Secretary of the Treasury.

[F. R. Doc. 42-7521; Filed, August 3, 1942; 11:25 a. m.]

[1] An exact half-year's interest is computed for each full half-year period irrespective of the actual number of days in the half year. For a fractional part of any half year, computation is on the basis of the actual number of days in such half year.

[2] The transfer books are closed from May 16 to June 15, and from November 16 to December 15 (both dates inclusive) in each year.

[3] Copies of Form PD 1782 may be obtained from any Federal Reserve Bank or from the Treasury Department, Washington, D. C.

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. 1708-FD]

SHEBAN MINING COMPANY, CODE MEMBER

MEMORANDUM OPINION AND ORDER DENYING PETITION FOR RECONSIDERATION

A complaint, pursuant to sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937 (the "Act"), having been filed with the Bituminous Coal Division on June 11, 1941, by the Bituminous Coal Producers Board for District No. 4, alleging that Karam Sheban (Sheban Mining Company) a code member in District No. 4, had wilfully violated the provisions of the Bituminous Coal Code (the "Code") or rules and regulations thereunder, and praying that the Division either cancel and revoke Karam Sheban's code membership or, in its discretion, direct him to cease and desist from violation of the Code and the rules and regulations thereunder;

A hearing having been held before Examiner C. R. Larrabee at a hearing room of the Division in Youngstown, Ohio, on April 8, 1942, all interested persons being afforded an opportunity to be present thereat and participate fully therein, and code member having appeared and participated in said hearing;

The Examiner having made and entered his Report on June 10, 1942, in which it was found that code member had wilfully violated the provisions of sections 4 II (e) and 4 II (g) of the Act, the Code, and the Schedule of Effective

Minimum Prices for District No. 4 for Truck Shipments, and in which it was recommended that an order be entered cancelling and revoking his code membership;

An opportunity having been afforded to all parties to file exceptions thereto and supporting briefs, and no such exceptions or briefs having been filed;

The undersigned, on June 17, 1942, having entered an Order approving and adopting the proposed findings of fact and conclusions of law of the Examiner and revoking and cancelling Karam Sheban's code membership and ordering him, prior to reinstatement to membership in the Code, to pay to the United States a tax in the amount of $3,505.08;

Code member, on July 28, 1942, having filed a petition for reconsideration of said order on the grounds that some of the provisions of the Act were unconstitutional, the character of code member's business was intrastate; the nature of code member's coal was not as was comprehended by the Act, and the undersigned's findings were not supported by the evidence; and

The undersigned having reviewed the record in this proceeding and having found that code member already has been afforded a full hearing in this matter, and that the questions of the constitutionality of the Act, the character of code member's business, and the nature of the coal produced by him have already been adequately considered, and that the findings of the undersigned herein on July 17, 1942, are amply supported by substantial evidence and comply with the requirements of the Act;

The undersigned therefore concludes that the order issued herein on July 17, 1942, is proper and should remain unchanged, and that the petition of code member for reconsideration of said order should be denied.

It is accordingly ordered, That the petition for reconsideration filed herein by Karam Sheban (Sheban Mining Company) on July 28, 1942, be and it hereby is in all respects denied.

Dated: July 31, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 42-7504; Filed, August 3, 1942; 11:26 a. m.]

[Order Supplementing Order Dated Nov. 15, 1940]

FARMERS UNION CENTRAL EXCHANGE, INC.

APPLICATION FOR REGISTRATION

In the matter of the application of the Farmers Union Central Exchange, Inc., South St. Paul, Minnesota, for registration as a bona fide and legitimate farmers' cooperative organization.

The Farmers Union Central Exchange, Incorporated, South St. Paul, Minnesota, having been granted registration as a bona fide and legitimate farmers' cooperative organization, by Order of the Director dated November 15, 1940, eligible to receive from code members appropriate discounts or price allowances that may be allowed to bona fide and legitimate farmers' cooperative organizations on coal it purchases in not less than cargo or railroad carload lots for, or for resale to, only the bona fide and legitimate farmers' cooperative organizations set forth in "Exhibit A", which was made a part of the above-mentioned Order; and

The said registrant having submitted to the Division the names of twenty-five additional members which are duly certified by it to be bona fide and legitimate farmers' cooperative organizations;

It is therefore ordered, That the list attached to the above-mentioned Order dated November 15, 1940, and designated as "Exhibit A", be, and it is hereby amended to include therein the names of the farmers' cooperative organizations listed below:

Name	*Address*
Farmers Union Supply	Brandt, S. Dak.
Tri County Farmers Union Coop. Oil	Beresford, S. Dak.
Tri County Union Cooperative Oil	Oldham, S. Dak.
Nunda Cooperative Association	Nunda, S. Dak.
Farmers Cooperative Association	Hetland, S. Dak.
Kingsbury County Farmers Union	Lake Preston, S. Dak.
Farmers Union Local	Canastota, S. Dak.
Farmers Union Co-op. Association	Salem, S. Dak.
Farmers Cooperative Association of McLaughlin	McLaughlin, S. Dak.
Farmers Cooperative Association	Holland, Minn.
Virgil Cooperative Association	Virgil, S. Dak.
Stickney Cooperative Elevator Association	Stickney, S. Dak.
Farmers Cooperative Co	Brookings, S. Dak.
Sully County Cooperative Association	Onida, S. Dak.
Orient Cooperative Association	Orient, S. Dak.
Farmers Elevator Co	Groton, S. Dak.
Farmers Elevator Co	Parkston, S. Dak.
Arlington Farmers Elevator Co	Arlington, S. Dak.
Farmers Cooperative Grain Co	Badger, S. Dak.
Farmers Elevator Co	Irwin, S. Dak.
Farmers Cooperative Association	Farmer, S. Dak.
Frederick Equity Exchange	Frederick, S. Dak.
Farmers Union Elevator Co	Platte, S. Dak.
Jerauld County Farmers Union	Wessington Springs, S. Dak.
Farmers Elevator Co	Vermillion, S. Dak.

Dated: July 31, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 42-7505; Filed, August 3, 1942; 11:26 a. m.]

[Docket No. B-219]

FREEBOOK CORPORATION, CODE MEMBER

ORDER GRANTING AMENDED APPLICATION FOR DISPOSITION HEREOF WITHOUT FORMAL HEARING

A complaint dated February 4, 1942, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937 (the "Act"), having been duly filed on February 10, 1942, by the Bituminous Coal Producers Board for District No. 1, a District Board, (the "Complainant"), with the Bituminous Coal Division (the "Division"), alleging that Freebrook Corporation, a code member, (the "Code Member") which operated the Freebrook No. 7 Mine, Mine Index No. 664, located in Indiana County, Pennsylvania, in Subdistrict No. 11 of District No. 1, and the McWilliams Mine, Mine Index No. 583, located in Armstrong County, Pennsylvania, in Subdistrict No. 11 of District No. 1, wilfully violated the provisions of the Act, the Bituminous Coal Code (the "Code"), the Schedule of Effective Minimum Prices for District No. 1 for All Shipments Except Truck, as amended (the "Schedule"), for coals produced at said mines, and rules and regulations promulgated by the Division pursuant to the Act as more fully set forth in the complaint; and

The complaint and Notice of and Order for Hearing, dated February 21, 1942, having been duly served on the Code Member on February 27, 1942, and the hearing herein having been postponed by Order, dated May 2, 1942, to a date and place to be thereafter designated by an appropriate Order; and

An appliction of the Code Member for the disposition of this proceeding without formal hearing dated March 27, 1942, having been duly filed with the Division on March 30, 1942, and having been denied on April 10, 1942; and

An amended application of the Code Member for the disposition of this compliance proceeding without formal hearing, dated April 30, 1942, pursuant to § 301.132 of the Rules of Practice and Procedure Before the Division, having been duly filed with the Division on April 30, 1942; and

Notice of the filing of said amended application, dated June 1, 1942, having been published in the FEDERAL REGISTER on June 2, 1942, pursuant to said § 301.132 and a conformed copy thereof having been duly mailed to the Complainant herein; and

Said notice of filing having provided that interested parties desiring to do so might within fifteen days from the date of said notice file recommendations, or requests for informal conferences, with respect to said amended application, and it appearing that no such recommendations or requests have been filed with the Division within said fifteen day period; and

It appearing from said amended application that the Code Member admits that it wilfully violated the Act, the Code and Regulations thereunder and consents to the entry of orders herein as follows:

(1) Willfully violated section 4 Part II (e) of the Act, Part II (e) of the Code and Rule 1 of section III of the Marketing Rules and Regulations by selling during the period January 16, 1941 to February 28, 1941, both dates inclusive, 8,174.75 net tons of run of mine coal produced by it at its Freebrook No. 7 Mine and its McWilliams Mine, located in District No. 1, to Pittsburg & Shawmut Coal Company, Registered Distributor (the "Distributor"), Registration No. 7349, Kittanning, Pennsylvania, at prices less than the minima therefor established by the Division and by allowing to said Distributor, which physically handled such coal, excessive and unauthorized discounts thereon, upon the basis of which violations the Code Member consents to the entry of an order of revocation of its Code membership;

(2) Willfully violated section 4 Part II (e) of the Act, Part II (e) of the Code and Rule 1 of section III of the Marketing Rules and Regulations, by selling during the period November 25, 1940 to January 15, 1941, both dates inclusive, 10,576.25 net tons of run of mine coal, produced by it at its said Freebrook No. 7 Mine and its McWilliams Mine, to the said Distributor, at prices less than the minima therefor established by the Division and by allowing to the said Distributor, which physically handled such coal, excessive and unauthorized discounts thereon, upon the basis of which violations the Code Member consents to the entry of a cease and desist order;

(3) Willfully violated the Act, the Code and the Marketing Rules and Regulations by failing to file proper invoices during the period October 1, 1940 to February 28, 1941, with respect to the transactions referred to in said complaint, upon the basis of which violations the Code Member consents to the enry of a cease and desist order;

(4) Willfully violated Order No. 14, of the National Bituminous Coal Commission (the "Commission") dated July 15, 1937, and adopted as an order of the Division by the Secretary of the Interior on July 1, 1939, Rule 3 of section V and Rule 7 of section VI of the Marketing Rules and Regulations by failing to sell the coal referred to in said complaint in accordance with the foregoing Order and the Marketing Rules and Regulations and by failing to file copies of contracts and spot orders with respect to such coal, upon the basis of which violations the Code Member consents to the entry of a cease and desist order;

(5) Willfully violated the Order of the Director entered in General Docket No. 19, dated October 9, 1940, which became effective on October 14, 1940, by selling to said Distributor, during the period November 25, 1940 to December 24, 1940, both dates inclusive, 2,457 tons of run of mine coal produced by it at its Freebrook No. 7 Mine at $1.50 per net ton f. o. b. said mine, whereas effective minimum prices, temporary or final, had not been established for such coal by the Division, upon the basis of which violations the Code Member consents to the entry of an order of revocation of its Code membership; and

It further appearing in said amended application that the Code Member represents that it has not to the best of its knowledge committed any violations of the Act, the Code or regulations thereunder, other than those violations admitted and more particularly described in said amended application; and

It further appearing in said amended application that the Code Member consents to the imposition under section 5 (b) of the Act of a tax in the amount of $8,500.08, and agrees to pay said tax to the United States as a condition precedent to the restoration of its membership in the Code; and

It further appearing in said amended application that the Code Member consents upon the basis of the foregoing admitted violations as set forth in said amended application, to the entry of a cease and desist order directing it to cease and desist from further violations of the Act, the Code and rules and regulations thereunder;

Now, therefore, pursuant to the authority vested in the Division by section 4 II (j) of the Act, authorizing it to adjust complaints of violations and to compose the differences of the parties thereto and upon the amended application of the Code Member, dated April 30, 1942, for disposition without formal hearing of the charges contained in the complaint herein which was filed with the Division on April 30, 1942, pursuant to said section 301.132 of the Rules of Practice and Procedure, and upon evidence in the possession of the Division,

It is hereby found that:

(A) Freebrook Corporation is a corporation organized and existing by virtue of the laws of the Commonwealth of Pennsylvania, with its principal place of business at Kittanning, Pennsylvania, and is engaged primarily in the business of mining and producing bituminous coal.

(B) Freebrook Corporation filed with the Division on November 24, 1940, its Code Acceptance, dated October 23, 1940. Said Code Acceptance became effective as of November 24, 1940. Freebrook Corporation has been since November 24, 1940, and is now a Code Member in District No. 1, operating the Freebrook No. 7 Mine, Mine Index No. 664, located in Indiana County, Pennsylvania, in Subdistrict No. 11 of District No. 1, and during the period of violations hereinafter described operated the McWilliams Mine, Mine Index No. 583, located in Armstrong County, Pennsylvania, in Subdistrict No. 11 of District No. 1.

(C) Freebrook Corporation wilfully violated the Act, the Code, and rules and regulations thereunder as follows:

(1) Freebrook Corporation wilfully violated section 4 Part II (e) of the Act, Part II (e) of the Code and Rule 1 of section III of the Marketing Rules and Regulations by selling coal to said Distributor, at prices less than the minimum prices therefor established by the Division and by allowing to the said Distributor, which physically handled coal, excessive and unauthorized discounts in the form of commissions, deductions for reject coal, and amounts paid for railroad car stop-over, transfer and cleaning and sizing charges, which items represent the difference between the effective minimum prices for said coal of $2.05 per net ton f. o. b. the aforesaid mines for use as railroad locomotive fuel, as set forth in the Schedule and the prices of $1.50 and $1.65 per net ton received by Freebrook Corporation as follows:

(a) during the period January 16, 1941 to February 28, 1941, both dates inclusive, 3,178.90 net tons of run of mine coal, produced by the Freebrook Corporation, at its said Freebrook No. 7 Mine;

(b) during the period January 16, 1941 to February 28, 1941, both dates inclusive, 4,995.85 net tons of run of mine coal, produced by the Freebrook Corporation, at its said McWilliams Mine.

(2) Freebrook Corporation wilfully violated the Order of the Division entered in General Docket No. 19, dated October 9, 1940, effective October 14, 1940, by selling to the Distributor, during the period November 25, 1940 to December 24, 1940, both dates inclusive, 2,457 net tons of run of mine coal produced by Freebrook Corporation at its said Freebrook No. 7 Mine, at the price of $1.50 per net ton f. o. b. the mine, whereas effective minimum prices, temporary or final, had not been established for such coal by the Division.

(D) Pursuant to the provisions of section 5 (b) of the Act, the membersship of Freebrook Corporation should be revoked with respect to the violations described in paragraph (C) above.

(E) The amount of tax imposed by section 5 (b) of the Act, with respect to the coal described in paragraph (C) hereof, amounting to 10,631.75 net tons, and required to be paid as a condition precedent to restoration of membership of Freebrook Corporation in the Code, is $8,500.08, which amount is 39 per cent of the aggregate of the effective minimum prices of such coal f. o. b. said mines of $21,805.09.

It is further found that:

(F) Freebrook Corporation wilfully violated section 4 Part II (e) of the Act, Part II (e) of the Code and Rule 1 of section III of the Marketing Rules and Regulations, by selling coal to the Distributor, at prices less than the minimum prices therefor established by the Division and by allowing to the Distributor, which physically handled coal, excessive and unauthorized discounts in the form of commissions, deductions for reject coal and amounts paid for railroad car stop-over, transfer and cleaning and sizing charges, which items represent the difference between the effective minimum prices for said coal of $2.05 per net ton f. o. b. the aforesaid mines for use as railroad locomotive fuel, as set forth in the Schedule, and the prices of $1.50 and $1.65 per net ton f. o. b. the said mines received by the said Freebrook Corporation as follows:

(1) During the period January 11, 1941, to January 15, 1941, both dates inclusive, 810.45 net tons of run of mine coal produced at its said Freebrook No. 7 Mine;

(2) During the period November 25, 1940, to January 15, 1941, both dates inclusive, 9,765.80 net tons of run of mine coal produced at its said McWilliams Mine.

(G) Freebrook Corporation wilfully violated Order No. 156 of the Commission dated December 18, 1937, and adopted as an Order of the Division by the Secretary of the Interior on July 1, 1939, and Order No. 313 of the Division dated February 24, 1941, by failing to file proper invoices with respect to the transactions described in paragraphs (C) and (F) above;

(H) Freebrook Corporation wilfully violated Order No. 14 of the Commission, dated July 15, 1937, and adopted as an Order of the Division by the Secretary of the Interior on July 1, 1939, Rule 3 of section V and Rule 7 of section VI of the Marketing Rules and Regulations, by failing to sell the above-described coal in accordance with the said Order and Marketing Rules and Regulations and by failing to file copies of certain contracts and spot orders with respect to the transactions of the Code Member with the said Distributor, as required by the said order and the Marketing Rules and Regulations;

(I) Freebrook Corporation should be directed to cease and desist from violations described in paragraphs (C), (F), (G) and (H) above.

Now, therefore, on the basis of the above findings and the said admissions and the consent filed by Freebrook Corporation, pursuant to § 301.132 of the Rules of Practice and Procedure:

It is ordered, That the aforesaid amended application of Freebrook Corporation be and the same hereby is granted; and

It is further ordered, That pursuant to section 5 (b) of the Act, the membership of Freebrook Corporation in the Code be and the same hereby is revoked and cancelled; and

It is further ordered, That such cancellation and revocation of code membership of Freebrook Corporation shall become effective fifteen (15) days from the date hereof; and

It is further ordered, That the hearing herein heretofore postponed by Order dated May 2, 1942, to a date and place to be thereafter designated by an appropriate order, be, and the same hereby is, cancelled; and

It is further ordered, That prior to restoration of Freebrook Corporation to membership in the Code, there shall be paid to the United States, a tax in the amount of $8,500.08 as provided in section 5 (c) of the Act; and

It is further ordered, That Freebrook Corporation, its representatives, servants, agents, officers, employees, attorneys, receivers, and successors or assigns and all persons acting or claiming to act on its behalf, or in its interest, cease and desist, and they hereby are permanently enjoined and restrained from violating the Bituminous Coal Act, the Bituminous Coal Code and the rules and regulations issued thereunder, and that the provisions hereof shall continue in full force and effect in respect to Freebrook Corporation, its representatives, servants, agents, officers, employees, attorneys, receivers, and successors or assigns, and all persons acting or claiming to act on its behalf or in its interest upon any restoration of Freebrook Corporation to membership in the Code pursuant to section 5 (c) of the Act.

It is further ordered, That the Division, upon failure of Freebrook Corporation to comply with this order, may apply to the Circuit Court of Appeals of the United States within any Circuit where Freebrook Corporation carries on business for the enforcement hereof or take other appropriate action.

Dated: July 31, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 42-7506; Filed, August 3, 1942; 11:26 a. m.]

[Docket No. B-282—District No. 6]

WEST VIRGINIA-PITTSBURGH COAL COMPANY, CODE MEMBER

ORDER INDEFINITELY POSTPONING HEARING

The above entitled matter having been heretofore scheduled for hearing on August 4, 1942, at 10 a. m. at a hearing room of Bituminous Coal Division at Room 518, Bulkley Building, Cleveland, Ohio; and

The Acting Director deeming it advisable that such hearing should be postponed;

Now, therefore, it is ordered, That the hearing in the above-entitled matter be and it hereby is, postponed from August 4, 1942, to a date and at a place to be hereafter designated by an appropriate order.

Dated: July 31, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 42-7507; Filed, August 3, 1942; 11:26 a. m.]

[Docket No. B-293]

SHAWNEE MINING COMPANY, A CORPORATION CODE MEMBER

NOTICE OF AND ORDER FOR HEARING

A complaint dated July 8, 1942, pursuant to the provisions of section 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937 (the "Act"), having been duly filed on July 10, 1942, by Bituminous Coal Producers Board for District No. 4, complainant, with the Bituminous Coal Division (the "Division"), alleging wilful violation by the Shawnee Mining Company, a corporation (the "Code Member"), of the Bituminous Coal Code (the "Code"), or rules and regulations thereunder:

It is ordered, That a hearing in respect to the subject matter of such complaint be held on September 25, 1942, at 10 a. m., at a hearing room of the Bituminous Coal Division at the Post Office Building, Athens, Ohio.

It is further ordered, That W. A. Cuff or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officer so designated to preside at such hearing is hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, to take evidence, and to continue said hearing from time to time, and to such places as he may direct by announcement at said hearing or any adjourned hearing or by subsequent notice, and to prepare and submit proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to said Code Member and to all other parties herein and to all persons and entities having an interest in this proceeding. Any persons or entity eligible under section 301.123 of the Rules and Regulations Governing Practice and Procedure Before the Division in Proceedings Instituted Pursuant to sections 4 II (j) and 5 (b) of the Act, may file a petition for intervention not later than five (5) days before the date herein set for hearing on the complaint.

Notice is hereby given that answer to the complaint must be filed with the Division at its Washington Office or with any one of the statistical bureaus of the Division, within twenty (20) days after date of service thereof on the Code Member; and that failure to file an answer within such period, unless otherwise ordered, shall be deemed to be an admission of the allegations of the complaint herein and a consent to the entry of an appropriate order on the basis of the facts alleged.

Notice is also hereby given that if it shall be determined that the Code Member has wilfully committed any one or more of the violations alleged in the complaint, an order may be entered either revoking the membership of the Code member in the Code and the Code Member's right to an exemption from the taxes imposed by section 3520 (b) (1) of the Internal Revenue Code, or directing the Code Member to cease and desist from violating the Code and regulations made thereunder.

All persons are hereby notified that the hearing in the above entitled matter and orders entered therein may concern, in addition to the matters specifically alleged in the complaint herein, other matters incidental and related thereto, whether raised by amendment of the complaint, petition for intervention, or otherwise, and all persons are cautioned to be and guided accordingly.

Notice is also hereby given that any application, pursuant to section 301.132 of the Rules of Practice and Procedure before the Division for the disposition of this proceeding without formal hearing, must be filed not later than fifteen (15)

days after receipt by the Code Member of the complaint herein.

The matter concerned herewith is in regard to the complaint filed by said complainant alleging that the Shawnee Mining Company, a corporation, whose address is Shawnee, Ohio, operating the No. 1 Mine, Mine Index No. 197, located in Perry County, Ohio, District No. 4, wilfully violated section 4 II (a) of the Act, Part II (a) of the Code, the Marketing Rules and Regulations, and various orders of the Division, as follows:

(1) By failing and refusing to file with the Statistical Bureau for District No. 4 for each month from and including July 1941, to and including June 1942, within 5 days after the end of each said month, reports of all sales made during each of said months of coal produced at its above-named mine and shipped by truck or wagon to various purchasers, and refusing to file with said Statistical Bureau during said period copies of truck tickets, sales slips, invoices, and listings of sales, thereby violating section III (b) of Order No. 307 dated December 11, 1940 and Order No. 309, dated January 14, 1941, and the provisions of the Act and Code pursuant to which said orders were promulgated.

(2) By failing and refusing, for each month from and including July 1941 to and including June 1942, to maintain and file with the Division certain records relating to the sale of coal produced at the above-named mine and shipped therefrom by rail; and failing and refusing, for each of said months to maintain and keep on file at its office copies of all loading records, shipping records, and daily billing sheets, and failing and refusing during said period, to file with the Division copies of debit and credit memoranda relating thereto, thereby violating Order No. 313, dated February 24, 1941, and the provisions of the Act and the Code pursuant to which said order was promulgated.

(3) By failing and refusing to file with the Statistical Bureau for District No. 4, for each month from and including July 1941 to and including June 1942, copies of spot orders for all sales of coal produced at its above-named mine during said period within 10 days from the dates of acceptance of said spot orders by the defendant; and failing and refusing, during said period, to file with said statistical bureau copies of contracts for the sale of coal produced at the above-named mine within 15 days from the dates of such contracts, thereby violating Order No. 14, dated July 15, 1937, Rule 3 of section V, and Rule 7 of section VI of the Marketing Rules and Regulations, and the provisions of the Act and the Code pursuant to which said order and the marketing rules and regulations were promulgated.

Dated: July 31, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 42-7508; Filed, August 3, 1942; 11:27 a. m.]

BERKSHIRE COAL & GRAIN CO., INC., ET AL.

ORDER REVOKING CERTAIN REGISTRATIONS

In the matter of the revocation of registrations as distributors of Berkshire Coal & Grain Co., Inc., The Day Coal Company, National Coal & Coke Co., Puritan Ice Company, The J. H. Somers Coal Company, Weir City Coal Co. (John Veatch), and Whitaker Coal Co. (D. M. Whitaker).

The registered distributors, whose names are set forth in Exhibit A, attached hereto and made a part hereof, having requested revocation of registration, having discontinued or disposed of their distribution business, having been reorganized under a new name, having been otherwise succeeded in their business or for other reasons being no longer engaged in business, the registrations previously granted to them should be revoked and their names withdrawn from the List of Registered Distributors.

Accordingly, it is so ordered.

Dated July 31, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

EXHIBIT A

Registration No.	*Name and address*
0707	Berkshire Coal & Grain Co., Inc., North Adams, Mass.
2177	The Day Coal Company, 1630 Third Street, Sioux City, Iowa.
6760	National Coal & Coke Co., 9141 Monica Avenue, Detroit, Michigan.
7493	Puritan Ice Company, 205 Green Street, Muscatine, Iowa.
8545	The J. H. Somers Coal Company, 617 Cuyahoga Building, Cleveland, Ohio.
9546	Weir City Coal Co. (John Veatch), Weir, Kansas.
9657	Whitaker Coal Co. (D. M. Whitaker), Morristown, Tenn.

[F. R. Doc. 42-7509; Filed, August 3, 1942; 11:27 a. m.]

[Docket No. C-17]

PUBLIC SERVICE CO. OF INDIANA, INC.

NOTICE OF AND ORDER FOR HEARING

In the matter of the application of Public Service Company of Indiana, Inc., for exemption pursuant to Section 4-A of the Bituminous Coal Act of 1937.

An application for a determination of the status of coal produced at the Edwardsport Mine of Public Service Company of Indiana, Inc., in District No. 11 having been filed on June 30, 1942 by the above-named applicant pursuant to the second paragraph of section 4-A of the Bituminous Coal Act of 1937;

It is ordered that a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on August 31, 1942 at 10 o'clock in the forenoon of that date at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street, N. W., Washington, D. C. On such day the Chief of the Records Section in Room 502 will advise as to the room where such hearing will be held.

It is further ordered that Charles O. Fowler or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officer so designated to preside at such hearing is hereby authorized to conduct such hearing, to administer oaths and affirmations, examine witnesses, take evidence, to continue said hearing from time to time, and to such places as he may direct by announcement at said hearing or any adjourned hearing or by subsequent notice, and to prepare and submit proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to said applicant and to all other parties herein and to all persons and entities having an interest in these proceedings and eligible to become a party herein. Any person or entity eligible under section VII (i) of the Rules of Practice and Procedure before the Bituminous Coal Division may file a petition for intervention not later than fifteen (15) days after the date of the issuance of this Notice of and Order for Hearing.

Notice is hereby given that:

(1) Within fifteen (15) days from the date of the issuance of this Notice of and Order for Hearing, the applicant and each interested party shall file with the Division a concise statement in writing of the facts expected to be proved by such person at the hearing. Interested parties shall also file a written intervention in compliance with Rule VIII of the aforesaid Rules of Practice and Procedure. The statements of facts shall be considered as pleadings and not as evidence of the facts therein stated. The affirmative evidence offered by a party at the hearing shall be limited to the said statement of facts filed by such party.

(2) If no written statement of the facts expected to be proved at the hearing is filed by the applicant within the 15-day period, in the absence of extenuating circumstances, the application shall be deemed to have been withdrawn on the expiration of said period in accordance with the provisions of Rule VII (g) of the aforesaid Rules of Practice and Procedure.

(3) If the applicant does not appear and offer evidence in support of its statement of facts, in the absence of extenuating circumstances the application shall be deemed to have been withdrawn in accordance with the provisions of section VII (g) of the aforesaid Rules of Practice and Procedure.

(4) The burden of proof in this proceeding shall be on the applicant.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein may concern in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related

thereto, which may be raised by amendment to the application, petitions of intervenors or otherwise, or which may be necessary corollaries to the relief if any granted on the basis of this application.

The matter concerned herewith is in regard to the application of Public Service Company of Indiana, Inc., for a determination of the status of coal produced at its Edwardsport Mine in District No. 11. The said application alleges that such coal is exempt from section 4 of the Act because it is coal produced, transported and consumed by the applicant within the meaning of section 4 II (1) of the Bituminous Coal Act of 1937. The application further alleges that transactions in the coal produced at the said mine are in intrastate commerce and do not, as between persons and localities in such commerce on the one hand and interstate commerce in coal on the other hand, result in any undue, unreasonable or unjust discrimination against interstate commerce in coal or in any manner directly affect interstate commerce in coal, pursuant to section 4-A of the Act.

Dated July 31, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 42-7510; Filed, August 3, 1942; 11:27 a. m.]

[Docket Nos. A-1508 and A-1504, Part II]

PETITIONS OF BITUMINOUS COAL PRODUCERS BOARD FOR DISTRICT 4

ORDER POSTPONING HEARINGS

In the matter of the petition of Bituminous Coal Producers Board for District No. 4 for classification and pricing of gob pile or reject coal for both rail and truck shipment, Docket No. A-1508.

In the matter of the petition of Bituminous Coal Producers Board for District No. 4 for the establishment of a price instruction to be added to the schedule of effective minimum prices for District No. 4 for all shipments except truck which would permit coals passing through a preparation plant not constituting a part of the facilities of the mine at which said coals were produced to take the same prices for the various kinds, qualities, and sizes of coal as if said preparation plant were located at the mine where said coal was actually produced, Docket No. A-1504, Part II.

Hearings in Dockets Nos. A-1508 and A-1504, Part II having been scheduled to be held on August 5 and 7, 1942, respectively, at a hearing room of the Division in Washington, D. C.; and

Applications for Continuance having been filed on July 28, 1942, with the Bituminous Coal Division by the petitioner in these matters requesting postponement until after September 15, 1942, in order that petitioner might secure necessary evidence to obtain the relief sought; and

It appearing advisable to postpone such hearings to later dates in order that the petitioner be adequately prepared in the presentation of the necessary evidence in these matters;

Now, therefore, it is ordered, That the hearings in the above-entitled matters be, and they hereby are, postponed until October 5, 1942, at which time the hearing in Docket No. A-1508 will commence and at its conclusion Docket No. A-1504, Part II will be heard.

It is further ordered, That the time within which petitions of intervention may be filed in these matters be and it hereby is extended to October 1, 1942.

It is further ordered, That Floyd McGown or any other officer or officers of the Division duly designated for that purpose shall preside at the hearings in these matters.

In all other respects, the Notices of and Orders for Hearing entered in these matters shall remain in full force and effect.

Dated: July 31, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 42-7511; Filed, August 3, 1942; 11:28 a. m.]

[No. 41]

APPLICATIONS FOR REGISTRATION AS DISTRIBUTORS

An application for registration as a distributor has been filed by each of the following and is under consideration by the Acting Director:

Name and address	*Date application filed*
G. A. Atchley (Cumberland Coal Co.), 302 Idaho St., Knoxville, Tenn	July 23, 1942
Cherokee Coal & Coke Co. (S. H. Stegall), 201 Cherokee Bldg., Knoxville, Tenn	July 20, 1942
Douglass & Murray Fuel Co., 10 North 21st St., Birmingham, Ala	July 16, 1942

Any district board, code member, distributor, the Consumers' Counsel, or any other interested person, who has pertinent information concerning the eligibility of any of the above-named applicants for registration as distributors under the provisions of the Bituminous Coal Act and the Rules and Regulations for the Registration of Distributors, is invited to furnish such information to the Division on or before August 31, 1942. This information should be mailed or presented to the Bituminous Coal Division, 734 15th Street, NW., Washington, D.C.

Dated: July 31, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

[F.R. Doc. 42-7512; Filed, August 3, 1942; 11:27 a. m.]

General Land Office.

NEW MEXICO

STOCK DRIVEWAY WITHDRAWALS NOS. 9 AND 81, NOS. 3 AND 12, REDUCED

The departmental orders of February 28, 1918, April 29, 1919, and May 19, 1925, withdrawing certain lands in New Mexico for stock driveway purposes under section 10 of the act of December 29, 1916, as amended by the act of January 29, 1929, 39 Stat. 865, 45 Stat. 1144, 43 U.S.C. 300, are hereby revoked so far as they affect the following-described lands, which are within New Mexico Grazing Districts Nos. 1 and 2:

NEW MEXICO PRINCIPAL MERIDIAN

T. 19 N., R. 1 W.,
Sec. 5,
Sec. 8, NE¼;
T. 20 N., R. 1 W.,
Sec. 8, SE¼,
Sec. 9, SW¼,
Sec. 17, E½ and E½W½,
Sec. 20, NE¼, E½NW¼, lots 2, 3, and 6,
Sec. 29, lots 1, 3, 4, 5, and SE¼SW¼ (now lots 1, 6, 8, 9, and 10, and that part of claim No. 4308 Tr. 1 in W½), and E½NE¼ and SW¼NE¼,
Sec. 30, lot 8 (now a part of claim No. 4308 Tr. 1);
T. 24 N., R. 3 W., sec. 6;
T. 25 N., R. 3 W.,
Sec. 19,
Sec. 20, W½,
Sec. 29, NW¼,
Secs. 30 and 31;
T. 1 N., R. 13 W.,
Sec. 13, S½S½,
Sec. 14, S½N½ and S½,
Sec. 15, S½N½ and S½,
Sec. 17, S½,
Sec. 18,
Sec. 20, NE¼NE¼,
Sec. 21, N½N½,
Sec. 22, NW¼NE¼, and N½NW¼,
Sec. 23, N½NE¼ and NE¼NW¼;
T. 1 N., R. 14 W.,
Secs. 3, 7, 8, 9, 10, 11, 13, 14, and 15,
Sec. 17, NE¼NE¼, S½NE¼, S½NW¼, and S½,
Sec. 18, NW¼NE¼, S½NE¼, NW¼, and S½;
T. 2 N., R. 14 W.,
Sec. 4, W½W½,
Sec. 9, NW¼ and S½,
Sec. 10, S½,
Secs. 15, 22, 27, and 34;
T. 3 N., R. 14 W., Sec. 33, W½W½;
T. 1 N., R. 15 W.,
Sec. 9, S½NE¼, SE¼NW¼, and S½,
Sec. 10, SW¼NW¼ and S½,
Sec. 11, NE¼ and S½,
Secs. 12 and 13,
Sec. 14, NE¼SW¼, S½SW¼, and SE¼,
Sec. 15, N½;
aggregating 21,271.44 acres.

July 22, 1942.

OSCAR L. CHAPMAN,
Assistant Secretary of the Interior.

[F. R. Doc. 42-7490; Filed August 3, 1942; 11:12 a. m.]

DEPARTMENT OF LABOR.

Wage and Hour Division.

LEARNER EMPLOYMENT CERTIFICATES

NOTICE OF ISSUANCE

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of 1938.

Notice is hereby given that special certificates authorizing the employment of learners at hourly wages lower than the minimum rate applicable under section 6 of the Act are issued under section 14 thereof and § 522.5 (b) of the regulations issued thereunder (August 16, 1940, 5

F.R. 2862) to the employers listed below effective August 3, 1942.

The employment of learners under these certificates is limited to the terms and conditions as designated opposite the employer's name. These certificates are issued upon the employers' representations that experienced workers for the learner occupations are not available for employment and that they are actually in need of learners at subminimum rates in order to prevent curtailment of opportunites for employment. The certificates may be cancelled in the manner provided for in the regulations and as indicated on the certificate. Any person aggrieved by the issuance of these certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, PRODUCT, NUMBER OF LEARNERS, LEARNING PERIOD, LEARNER WAGE, LEARNER OCCUPATIONS, EXPIRATION DATE

Bert Manufacturing Company, Irvington-on-Hudson, New York; Manufacturer of five-year diaries; 15 learners; 6 weeks (240 hours) for any one learner; 30 cents per hour; All productive operations involved in making diaries, except helpers, floor hands, and clean-up laborers; September 28, 1942.

North American Die Works, 10 Washington Place, New York, New York; Souvenir Keys & Compacts; 6 learners; 4 weeks (160 hours) for any one learner; 30 cents per hour; Foot Press Operator; September 12, 1942.

Schwartz Basket and Box Company, South Third Street, Louisiana, Missouri; Fruit and Vegetable Baskets; 12 learners; 240 hours for any one learner; 30 cents per hour; Flat layer, Basket machine operator, Sorter; November 9, 1942.

Signed at New York, N. Y., this 1st day of August 1942.

MERLE D. VINCENT,
Authorized Representative of the Administrator.

[F. R. Doc. 42-7522; Filed, August 3, 1942; 11:36 a. m.]

LEARNER EMPLOYMENT CERTIFICATES

NOTICE OF ISSUANCE

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of 1938.

Notice is hereby given that special certificates authorizing the employment of learners at hourly wages lower than the minimum wage rate applicable under section 6 of the Act are issued under section 14 thereof, Part 522 of the Regulations issued thereunder (August 16, 1940, 5 F.R. 2862, and as amended June 25, 1942, 7 F.R. 4723), and the Determination and Order or Regulation listed below and published in the FEDERAL REGISTER as here stated.

Apparel Learner Regulations, September 7, 1940 (5 F.R. 3591).

Single Pants, Shirts and Allied Garments, Women's Apparel, Sportswear, Rainwear, Robes, and Leather and Sheep-Lined Garments Divisions of the Apparel Industry, Learner Regulations, July 20, 1942 (7 F.R. 4724).

Artificial Flowers and Feathers Learner Regulations, October 24, 1940 (5 F.R. 4203).

Glove Findings and Determination of February 20, 1940, as amended by Administrative Order of September 20, 1940 (5 F.R. 3748).

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530).

Independent Telephone Learner Regulations, September 27, 1940 (5 F.R. 3829).

Knitted Wear Learner Regulations, October 10, 1940 (5 F.R. 3982).

Millinery Learner Regulations, Custom Made and Popular Priced, August 29, 1940 (5 F.R. 3392, 3393).

Textile Learner Regulations, May 16, 1941 (6 F.R. 2446).

Woolen Learner Regulations, October 30, 1940 (5 F.R. 4302).

Notice of Amended Order for the Employment of Learners in the Cigar Manufacturing Industry, July 29, 1941 (6 F.R. 3753).

The employment of learners under these certificates is limited to the terms and conditions as to the occupations, learning periods, minimum wage rates, et cetera, specified in the Determination and Order or Regulation for the industry designated above and indicated opposite the employer's name. These certificates become effective August 3, 1942. The certificates may be cancelled in the manner provided in the regulations and as indicated in the certificates. Any person aggrieved by the issuance of any of these certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, INDUSTRY, PRODUCT, NUMBER OF LEARNERS AND EXPIRATION DATE

Apparel

Berkshire Neckwear Company, 25 Foster Street, Worcester, Massachusetts; Neckwear; 5 learners (T); August 3, 1943.

Fox Knapp Manufacturing Company, West Laurel Street, Tremont, Pennsylvania; Men's & Boys' Jackets & Sportswear & Army Mackinaws; 5 percent (T); August 3, 1043.

Single Pants, Shirts and Allied Garments, Women's Apparel, Sportswear, Rainwear, Robes, and Leather and Sheeplined Garments Divisions of the Apparel Industry

Best Value Pants Mfg. Co., Inc., 68 Mechanic Street, Norwich, Connecticut; Pants; 10 learners (T); August 3, 1943. (This certificate replaces the one issued to you bearing the expiration date of April 6, 1943.)

Bright Infants Wear, Inc., 5731 Hudson Boulevard, North Bergen, New Jersey; Infants' buntings, robe sets, blankets, christening sets, coat and hat sets, etc.; 5 learners (T); August 3, 1943.

Dixie Dress Mfg. Co., Inc., 116 Mitchell Street SW., Atlanta, Georgia; Ladies' dresses & Sportswear; 5 learners (T); August 3, 1943.

Fishback Manufacturing Company, 1731 Arapahoe Street, Denver, Colorado; Overalls, overall pants, coveralls, Gov't jackets, Herringbone twill; 10 learners (T); August 3, 1943. (This certificate replaces the one bearing the expiration date of October 2, 1942.)

G. & L. Manufacturing Company, Inc., 109 Kingston Street, Boston, Massachusetts; Cotton & Rayon Dresses; 10 percent (T); August 3, 1943.

Gordon Bros. Mfg. Co., Inc., 120 Harrison Avenue, Boston, Massachusetts; Children's Sportswear; 10 percent (T); August 3, 1943.

F. B. Horgan Manufacturing Co., 1240 South Main Street, Los Angeles, Calif.; Women's Blouses & Sportswear; 5 learners (T); August 3, 1943.

Hillsdale Manufacturing Company, Hillsdale, Michigan; Army leggings, Civilian Pants, Army Pants; 10 percent (T); August 3, 1943.

Meena Negligee Company, 1024 Santee Street, Los Angeles, California; Women's Robes and Sportswear; 3 learners (T); August 3, 1943.

Mt. Airy Pants Company, Mt. Airy, Maryland; Cotton Work Pants; 10 percent (T); August 3, 1943.

Nannette Manufacturing Company, 2052 Wheatsheaf Lane, Philadelphia, Pennsylvania; Children's Dresses ages 6 mos. to 3 yrs.; 10 percent (T); August 3, 1943.

Opotowsky Bros., Inc., 512 Canal Street, New Orleans, Louisiana; Ladies' & Children's Lingerie; 6 learners (T); August 3, 1943.

Piedmont Shirt Company, 2202 North Howard Avenue, Tampa, Florida; Sport Shirts, Men's Slacks; 10 percent (T); August 3, 1943.

Premier Leather Specialties, Inc., 730 Arch Street, Philadelphia, Pennsylvania; Leather Jackets; 3 learners (T); August 3, 1943.

C. F. Smith Company, 126–132 West Los Feliz Boulevard, Glendale, California; Men's Sport Shirts; 10 percent (T); August 3, 1943.

Snow White Garment Mfg. Co., 2880 North 30th Street, Milwaukee, Wisconsin; Hospital Garments & Nurses Uniforms; 5 learners (T); August 3, 1943.

The Stuart-Keith Manufacturing Co., 123–33 Pine Street, Petersburg, Virginia; Trousers, Summer Service Marine Corps; 15 learners (T); August 3, 1943.

Texas Infants Dress Company, Inc., 1202 West Houston Street, San Antonio, Texas; Children's Dresses & Sportswear; 3 learners (T); December 18, 1942.

Trenton Waist & Dress Co., 1 Bruenig Avenue, Trenton, New Jersey; Ladies' Blouses; 4 learners (T); August 3, 1943.

Glove Industry

Brookville Glove Company, Brookville, Pennsylvania; Work Gloves; 2 learners (T); November 3, 1942.

Garon's Knitting Mills, 101 N. 30th Avenue West, Duluth, Minnesota; Wool Gloves; 2 learners (T); August 3, 1943.

Morris Manufacturing Company, Main Street, Newbern, Tennessee; Work Gloves; 5 learners (T); August 3, 1943.

Wells Lamont Smith Corporation, 217 East Main Street, Beardstown, Illinois;

Work Gloves; 15 learners (T); February 3, 1943.

Hosiery Industry

Argus Hosiery Mills, Sevierville, Tennessee; Full-fashioned; 5 learners (T); August 3, 1943.

Boone Hosiery Mill, 815 South Hamilton Street, High Point, North Carolina; Seamless Hosiery; 5 learners (T); August 3, 1943.

Commonwealth Hosiery Mills, Ellerbe, North Carolina; Seamless Hosiery; 5 learners (T); August 3, 1943.

Foster Hosiery Mill, 600 Cameron Street, Burlington, North Carolina; Full fashioned Hosiery; 5 percent (T); August 3, 1943.

Grantville Mills, Grantville, Georgia; Seamless Hosiery; 5 percent (T); August 3, 1943.

Hazel Knitting Mill, 602 Cameron Street, Burlington, North Carolina; Full-fashioned Hosiery; 5 learners (T); August 3, 1943.

Pennwood Hosiery Company, 116 N. 7th Street Philadelphia Pennsylvania; Full-fashioned Hosiery & Mattress Covers; 5 learners (T); August 3 1943.

Pocono Hosiery Mills 49 Prospect Street, E. Stroudsburg, Pennsylvania; Seamless Hosiery; 2 learners (T); August 3, 1943.

Reading Full Fashioned Hosiery Mills, Inc., 1801 North 12th Street, Reading, Pennsylvania; Full-fashioned Hosiery; 3 learners (T); August 3, 1943.

Seagrove Hosiery Mills, Seagrove, North Carolina; Seamless Hosiery; 5 learners (T); August 3, 1943.

Walton Hosiery Mills, Inc., Fourth & Wise Streets, Statesville, North Carolina; Seamless Hosiery; 5 learners (T); August 3, 1943.

Independent Telephone

Farmers Telephone Company, Milan, Missouri; to employ learners as commercial switchboard operators at its Milan, Missouri Exchange, Milan, Missouri, until August 3, 1943.

Knitted Wear

The Langley Knitting Div. of the United Rayon Mills, Langley, South Carolina; Warped Knitted Cloth; 5 learners (T); July 27, 1943. (Correcting name of Langley Ktg. Mills, listed in F.R. of July 27, 1942.)

Little Falls Manufacturing Co., 515 East Mill Street, Little Falls, New York; Knitted Underwear; 10 percent (T); August 3, 1943.

Millinery Industry

Carene Hat Company, Inc., 501 Madison Ave., New York, New York; Custom-Made Millinery; 1 learner (T); August 3, 1943.

Ideal Hat & Novelty Company, 767 Market St., San Francisco, California; Custom-made Millinery; 2 learners (T); August 3, 1943.

Textile Industry

Burke Hosiery Mills, 1017 Filbert Street, Philadelphia, Pennsylvania; Winding & Ravelling of Waste Thread; 3 learners (T); August 3, 1943.

Georgia Webbing & Tape Company, 1340 11th Avenue, Columbus, Georgia; Narrow Woven Fabrics; 10 learners (E); December 3, 1942.

Manville Jenckes Corporation, Manville, Rhode Island; Mfg. of yarn & Weaving same; 3 percent (T); August 3, 1943.

Trinacria Importing Company, 80 Madison Avenue, New York; Bedspreads; 3 learners (T); August 3, 1943.

Cigar Industry

H. N. Heusner & Son, Inc., 228–30 High St., Hanover, Pennsylvania; 10 percent (T); Cigar Machine Operator, Stripping Machine Operator, 320 hours and 160 hours at 75% applicable minimum wage; August 3, 1943.

Signed at New York, N. Y., this 1st day of August 1942.

MERLE D. VINCENT,
Authorized Representative of the Administrator.

[F. R. Doc. 42–7523; Filed, Aug. 3, 1942; 11:36 a. m.]

FEDERAL COMMUNICATIONS COMMISSION.

[Docket No. 6273]

EDDIE ERLBACHER (KMP)

ORDER DENYING PETITION, ETC.

In re application of Eddie Erlbacher (KMP), Cape Girardeau, Missouri, for construction permit.

At a session of the Federal Communications Commission held in its offices in Washington, D. C., on the 28th day of July 1942;

The Commission, having under consideration a petition to reconsider the application as amended and grant without a hearing, said application being set for hearing August 3, 1942;

It is ordered, This 28th day of July, 1942 that the petition be, and the same is hereby, denied.

It is further ordered, That the issues upon which the application is to be heard be amended by adding the following:

"To determine whether or not the facilities to be constructed or changed will serve either (1) an essential military need or (2) a vital public need, which cannot otherwise be met."

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 42–7485; Filed, August 3, 1942; 9:52 a. m.]

[Docket No. 6291]

W. A. PATTERSON (WAPO)

ORDER DENYING PETITION, ETC.

In re application of W. A. Patterson (WAPO), Chattanooga, Tennessee, for construction permit.

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 28th day of July, 1942;

The Commission having under consideration the petition of W. A. Patterson for a grant of the above-described application, and being fully informed in the premises;

It is ordered, That the petition be, and it is hereby, denied; and

It is further ordered, That the application be heard upon the following issues:

1. To determine the interference which would be caused to the service of Station CMBQ, Havana, Cuba, and CKOC, Hamilton, Ontario, by the proposed operation.

2. To determine whether the granting of this application would be consistent with the provisions of the North American Regional Broadcasting Agreement.

3. To determine whether the grant of this application would be consistent with the Commission's Memorandum Opinion of April 27, 1942.

4. To determine whether in view of the foregoing, the granting of this application would serve public interest, convenience and necessity.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 42–7486; Filed, August 3, 1942; 9:52 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 4792]

BRITT-MCKINNEY CO., AND BRITT & CO.

COMPLAINT AND NOTICE OF HEARING

In the matter of Joe H. Britt, and S. J. McKinney, partners, doing business as Britt-McKinney Company, and Britt & Company.

Complaint

The Federal Trade Commission, having reason to believe that the parties respondents named in the caption hereof and hereinafter more particularly designated and described since June 19, 1936, have violated and are now violating the provisions of subsection (c) of section 2 of the Clayton Act (U. S. C. Title 15, Sec. 13), as amended by the Robinson-Patman Act, approved June 19, 1936, hereby issues its complaint, stating its charges with respect thereto as follows:

PARAGRAPH ONE. Respondents Joe H. Britt and S. J. McKinney are partners doing business under the name and style of Britt-McKinney Company, having their principal office and place of business located at 301 West Washington Street, Greenville, South Carolina, and having a branch office and warehouse operated under the name and style of Britt & Company located in the Piedmont and Northern Building, Spartanburg, South Carolina.

PAR. TWO. The respondents are now and for many years prior hereto have been engaged in business as brokers of canned foods and fruits and other miscellaneous merchandise.

PAR. THREE. The respondents are now and for many years prior hereto have also

been engaged in business as jobbers, buying and selling for their own account, canned foods and fruits, and other miscellaneous merchandise. This business has also been carried on under the firm name and style of Britt-McKinney Company and Britt & Company.

PAR. FOUR. The respondents since June 19, 1936, have made many purchases of canned foods and fruits and other miscellaneous merchandise for their own account for resale from sellers located in states other than the State of South Carolina, pursuant to which purchases such commodities have been shipped and transported by the respective sellers thereof from the states in which they are located across state lines either to the respondents or pursuant to respondents' instructions to purchasers to whom such commodities have been resold by said respondents.

PAR. FIVE. In the course and conduct of their business of buying canned foods and fruits and other miscellaneous merchandise for their own account in commerce as aforesaid, the respondents, trading under the firm name and style of Britt-McKinney Company and Britt & Company, have been and are now receiving and accepting from numerous sellers of canned foods and fruits and other miscellaneous merchandise so purchased, brokerage fees or allowances or discounts in lieu thereof, on purchases of said commodities for their own account.

PAR. SIX. The aforesaid acts of the respondents constitute a violation of subsection (c) of section 2 of the Clayton Act, as amended by the Robinson-Patman Act, approved June 19, 1936.

Wherefore, the premises considered, the Federal Trade Commission on this 31st day of July, A. D., 1942, issues its complaint against said respondents.

Notice

Notice is hereby given you, Joe H. Britt and S. J. McKinney, partners, doing business as Britt-McKinney Company and Britt & Company, respondents herein, that the 4th day of September, A. D., 1942, at 2 o'clock in the afternoon, is hereby fixed as the time, and the offices of the Federal Trade Commission in the City of Washington, D. C., as the place, when and where a hearing will be had on the charges set forth in this complaint, at which time and place you will have the right, under said Act, to appear and show cause why an order should not be entered by said Commission requiring you to cease and desist from the violations of the law charged in the complaint.

You are notified and required, on or before the twentieth day after service upon you of this complaint, to file with the Commission an answer to the complaint. If answer is filed and if your appearance at the place and on the date above stated be not required, due notice to that effect will be given you. The Rules of Practice adopted by the Commission with respect to answers or failure to appear or answer (Rule IX) provide as follows:

In case of desire to contest the proceeding the respondent shall, within twenty (20) days from the service of the complaint, file with the Commission an answer to the complaint. Such answer shall contain a concise statement of the facts which constitute the ground of defense. Respondent shall specifically admit or deny or explain each of the facts alleged in the complaint, unless respondent is without knowledge, in which case respondent shall so state.

Failure of the respondent to file answer within the time above provided and failure to appear at the time and place fixed for hearing shall be deemed to authorize the Commission, without further notice to respondent, to proceed in regular course on the charges set forth in the complaint.

If respondent desires to waive hearing on the allegations of fact set forth in the complaint and not to contest the facts, the answer may consist of a statement that respondent admits all the material allegations of fact charged in the complaint to be true. Respondent by such answer shall be deemed to have waived a hearing on the allegations of fact set forth in said complaint and to have authorized the Commission, without further evidence, or other intervening procedure, to find such facts to be true.

Contemporaneously with the filing of such answer the respondent may give notice in writing that he desires to be heard on the question as to whether the admitted facts constitute the violation of law charged in the complaint. Pursuant to such notice, the respondent may file a brief, directed solely to that question, in accordance with Rule XXIII.

In witness whereof, the Federal Trade Commission has caused this, its complaint, to be signed by its Secretary, and its official seal to be hereto affixed, at Washington, D. C., this 31st day of July, A. D. 1942.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 42-7468; Filed, August 1, 1942; 11:44 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File Nos. 59-46, 4-36]

CITIES SERVICE COMPANY, ET AL.

ORDER SUSPENDING EXEMPTIVE RULES, GRANTING HEARING WITH RESPECT THERETO, AND CONSOLIDATING PROCEEDINGS

In the matter of Cities Service Company, Empire Gas and Fuel Company, Cities Service Gas Company, Cities Service Oil Company (Delaware), and Indian Territory Illuminating Oil Company, respondents, File No. 59-46, and Cities Service Company, and Empire Gas and Fuel Company, respondents, File No. 4-36. Public Utility Holding Company Act of 1935 sections 11 (b) (2), 12 (c), 12 (f), and 15 (f) and Rule U-100 (b).

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 31st day of July, A. D. 1942.

Petitions having been filed by certain public holders of common stock of Indian Territory Illuminating Oil Company under Rule U-100 (b) of the General Rules and Regulations under the Public Utility Holding Company Act of 1935, requesting the Commission to hold hearings to determine whether the Commission should suspend the application of such rules as provide an exemption from the Act with respect to a pending plan of liquidation of Indian Territory Illuminating Oil Company and to consolidate such hearings with hearings heretofore instituted by the Commission on July 3, 1941 and May 4, 1942, with respect to the respondents named herein, and pending final determination of such questions, having requested that the Commission temporarily suspend such rules and regulations as may be applicable thereto;

Argument having been heard and the Commission being fully advised and finding it necessary and appropriate in the public interest and for the protection of investors, as more fully set forth in the opinion of the Commission herein, this day issued;

It is ordered, That a hearing be held to determine whether the said exemptive rules should be suspended; and

It is further ordered, That such hearings be consolidated with the pending proceedings with respect to the respondents herein and that any evidence heretofore, or hereafter introduced in the pending hearings and made part of the record thereof which shall be pertinent to the determination of any question involved in the hearing presently ordered, shall be made part of the record for the determination of such issues as shall arise relating to the suspension of exemptions; and

It is further ordered, That pending final determination upon such suspension all rules of the Commission which provide an exemption with respect to the pending plan of liquidation of Indian Territory Illuminating Oil Company shall be, and the same hereby are, suspended:

Provided, however, That in the consolidated proceedings herein provided for, all evidence with respect to the pending plan of recapitalization of the respondent Empire Gas and Fuel Company shall be heard prior to the consideration of matters respecting the suspensions of exemptions as to which hearings are herein provided; and

Provided, further, That the Commission reserves the right to pass upon the pending recapitalization plan of the respondent Empire Gas and Fuel Company prior to termination of the consolidated proceedings herein, now and heretofore ordered.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 42-7491; Filed, August 3, 1942; 11:11 a. m.]

[File No. 70-455]

NORTHEASTERN WATER AND ELECTRIC CORP., ET AL.

ORDER GRANTING EXTENSION OF TIME

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelhpia, Pa., on the 30th day of July, A. D. 1942.

In the matter of Northeastern Water and Electric Corporation, Denis J. Driscoll and Willard L. Thorp, as trustees of Associated Gas and Electric Corporation, Applicants-declarants.

Northeastern Water and Electric Corporation, a registered holding company, and Denis J. Driscoll and Willard L. Thorp, as Trustees of Associated Gas and Electric Corporation, also a registered holding company, having filed applications and declarations pursuant to the Public Utility Holding Company Act of 1935, particularly sections 9 (a), 10, 12 (d) and 12 (f) thereof, and Rules U-9, U-43, and U-44 of the General Rules and Regulations thereunder, with respect to the following transactions:

(1) The sale by Northeastern Water and Electric Corporation and the acquisition by the Trustees of Associated Gas and Electric Corporation of all of the securities of General Utilities Company, The Ohio Northern Public Service Company, Western Reserve Power and Light Company, and New London Power Company, all incorporated under the laws of, and operating in, the state of Ohio, such securities to be acquired for a consideration of $1,500,000.

(2) The sale by the Trustees of Associated Gas and Electric Corporation of 155,747 shares of the common stock of Northeastern Water and Electric Corporation, to John H. Ware, Jr. and Penn-Jersey Water Company.

The Commission having previously entered its order herein on March 3, 1942, which order permitted the declarations to become effective and granted the applications herein, and which order approved a plan pursuant to section 11 (e) of the Public Utility Holding Company Act of 1935 and directed the taking of steps to carry out such plan; and

The Commission having entered a supplemental order herein on March 19, 1942, approving said plan and directing Northeastern Water and Electric Corporation to sell to Denis J. Driscoll and Willard L. Thorp, as Trustees of Associated Gas and Electric Corporation on or before July 1, 1942, and directing said Trustees to acquire from said Northeastern Water and Electric Corporation on or before July 1, 1942, all of the securities of General Utilities Company, The Ohio Northern Public Service Company, and Western Reserve Power and Light Company (the last mentioned company in turn owning all of the securities of New London Power Company), all of said four last named companies being incorporated under the laws of, and operating in, the State of Ohio; and

The Commission having entered an order herein on June 24, 1942, modifying the orders of March 3, 1942, and March 19, 1942, to the extent necessary to extend the time within which such transactions may be consummated to August 1, 1942; and

Applicants-declarants having requested a further extension of time within which to comply with the said orders of the Commission to September 30, 1942, and it appearang appropriate to the Commission that such request be granted;

It is ordered, That the said orders of March 3, 1942, and March 19, 1942, are hereby modified to the extent necessary to extend the time within which such transactions may be consummated to September 30, 1942, and that Northeastern Water and Electric Corporation and Denis J. Driscoll and Willard L. Thorp, as Trustees of Associated Gas and Electric Corporation, be and hereby are directed on or before September 30, 1942 to carry out the sale and acquisition specified in the said order dated March 19, 1942.

It is further ordered, That nothing herein contained shall modify or affect any provisions of the Commission's orders of March 3, 1942 and March 19, 1942, not within the subject matter of this order.

By the Commission.

ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 42-7492; Filed, August 3, 1942; 11:11 a. m.]

[File No. 54-50, 59-39, 59-10]

NORTH AMERICAN LIGHT & POWER CO., ET AL.

MEMORANDUM FINDINGS, OPINION AND ORDER APPROVING APPLICATIONS NO. 3 AND NO. 4

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa., on the 31st day of July, A. D. 1942.

In the matter of North American Light & Power Company, File No. 54-50, North American Light & Power Company Holding-Company System and The North American Company, File No. 59-39, The North American Company, *et al.*, File No. 59-10.

Pursuant to our order of December 30, 1941 in the matter entitled *North American Light & Power Company Holding-Company System, and The North American Company*, (Holding Company Act Release No. 3233), requiring the liquidation of North American Light & Power Company (Light & Power) and the termination of its existence, Light & Power, a registered holding company, and its wholly owned subsidiary, McPherson Oil & Gas Development Company (McPherson), a non-utility company engaged in the production of natural gas, and Kansas Power and Light Company (Kansas), a public utility company and a subsidiary of Light & Power, have jointly filed Application No. 3 and an amendment thereto, under sections 10, 11 and 12 (f) of the Public Utility Holding Company Act of 1935 and Rule U-42 thereunder. Said filing requests our approval of (a) the sale by McPherson to Kansas of all of its property, except cash, for a cash consideration of $38,394.83 less depletion on account of natural gas sold after March 31, 1942 to the date of transfer of said property at the rate of 3½ cents per Mcf, (b) the transfer to Light & Power of all the assets of McPherson after consummation of said sale, and (c) the dissolution of McPherson. In the past all of the natural gas produced by McPherson has been sold to Kansas and the properties of the former are located in the service area of, and are operated by, the latter company.

Light & Power and Kansas have also jointly filed Application No. 4 and an amendment thereto, under sections 10, 11 and 12 of said Act and Rules U-42 and U-43 thereunder, requesting our approval of the sale by Light & Power to Kansas of 1,250 shares, or 50% of the outstanding, no par capital stock (stated value $68 per share) of The Blue River Power Company (Blue River) for a cash consideration of $30,500. All the shares of Blue River not owned by Light & Power are owned by a nonaffiliated interest. Blue River is an electric utility company owning hydro electric generating facilities located in the area served by Kansas, and the latter purchases Blue River's entire output of electrical energy.

A public hearing has been held on said Applications after appropriate notice. Having examined the record, we find:

(1) With respect to Application No. 3 that no adverse findings are necessary under section 10 (b) (1), 10 (c) (1) and 12 (f) of said Act and Rule U-42 thereunder;

(2) With respect to Application No. 4 that no adverse findings are necessary under sections 12 (d) and 12 (f) of the Act, Rules U-43 and U-44 thereunder, or under section 10 (b) and 10 (c) (1) of said Act and that the transaction therein proposed has the tendency required by section 10 (c) (2) of said Act; and

(3) The transactions proposed in both Applications are necessary to effectuate the provisions of section 11 (b) of said Act and our order of December 30, 1941 and are fair and equitable to the persons affected thereby.

It is therefore ordered, That the transaction proposed in Application No. 3, as amended, be, and it hereby is, approved as submitted, subject, however, to the provisions of Rule U-24.

It is further ordered, That the transaction proposed in Application No. 4, as amended, be, and it hereby is, approved as submitted, subject, however, to the provisions of Rule U-24.

It is further ordered, That North American Light & Power Company be, and it hereby is, directed to carry out with due diligence and expedition the transactions proposed in Applications No. 3 and No. 4, as amended.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 42-7493; Filed, August 3, 1942; 11:11 a. m.]

[File No. 70-567]

MILWAUKEE LIGHT, HEAT & TRACTION COMPANY

ORDER GRANTING APPLICATION

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa., on the 31st day of July, A. D., 1942.

Milwaukee Light, Heat & Traction Company, a non-utility subsidiary of The North American Company, a registered holding company, having filed an application pursuant to the Public Utility Holding Company Act of 1935, particularly section 10 thereof, regarding the purchase by Milwaukee Light, Heat & Traction Company from three individuals who are officers and directors of Hevi Duty Electric Company, a non-utility subsidiary of Milwaukee Light, Heat & Traction Company of 555 shares of common capital stock, no par value, at a price of 10 cents per share; and

Said application having been filed on June 24, 1942, and notice of said filing having been duly given in the form and manner prescribed by Rule U-23 promulgated pursuant to said Act, and the Commission not having received a request for a hearing with respect to said application within the period specified in said notice, or otherwise, and not having ordered a hearing thereon; and

The Commission finding with respect to said application under section 10 of said Act that no adverse findings are necessary under sections 10 (b), 10 (c) (1) and 10 (f);

It is hereby ordered, Pursuant to said Rule U-23 and the applicable provisions of said Act and subject to the terms and conditions prescribed in Rule U-24, that the aforesaid application be and hereby is granted.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 42-7494; Filed, August 3, 1942; 11:12 a. m.]